

LEASE NO. GS-11P-LMD00441**Warehouse Lease
GSA FORM L201WH (10/17)**

This Lease is made and entered into between

370 Limited Liability Company

(Lessor), whose principal place of business is 11 North Washington Street, Suite 200, Rockville, MD 20850, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

**16071 Industrial Drive
Gaithersburg, MD 20877**

and more fully described in **Section 1** and **Exhibit A**, together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by the Government.

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

15 Years Firm

The commencement date of this Lease, along with any applicable termination and renewal rights, shall be more specifically set forth in a Lease Amendment upon substantial completion and acceptance of the Premises by the Government.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

(b) (6)

Name: James Whalen

Title: member

Entity Name: 370 Limited Liability Company

Date: 9/23/19

WIT (b) (6)

Name: Paul D. Hood

Title: Authorized Representative

Date: 9/23/19

FOR THE GOVERNMENT:

(b) (6)

Name: Lisa Richmond

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date: 12/13/19

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS	5
1.01 THE PREMISES (WAREHOUSE) (OCT 2016)	5
1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)	5
1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)	6
1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)	6
1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)	6
1.06 RENT AND OTHER CONSIDERATION (OCT 2017)	6
1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)	7
1.08 TERMINATION RIGHTS (OCT 2016) INTENTIONALLY DELETED	7
1.09 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED	7
1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (OCT 2017)	8
1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)	8
1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)	8
1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)	8
1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)	8
1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)	8
1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)	9
1.17 REAL ESTATE TAX BASE (SEP 2013)	9
THE ANNUAL SHELL RENT INCLUDES \$1.25/RSF IN BASE YEAR REAL ESTATE TAXES. IN THE EVENT THE REAL ESTATE TAXES DURING THE FIRST FULL TAX YEAR FOLLOWING THE LEASE COMMENCEMENT DATE ARE GREATER OR LESS THAN SUCH AMOUNT, THEN COMMENCING WITH THE FIRST DAY OF THE SECOND TAX YEAR FOLLOWING THE COMMENCEMENT DATE OF THE LEASE, THE REAL ESTATE TAX BASE AND THE ANNUAL SHELL RENT SHALL BE ADJUSTED UP OR DOWN BY THE AMOUNT OF SUCH DIFFERENCE, PROVIDED THAT IN NO EVENT SHALL THE ANNUAL SHELL RENT BE INCREASED BY AN AMOUNT GREATER THAN \$1.65/RSF. THE REVISED REAL ESTATE TAX BASE SHALL BE USED TO CALCULATE THE GOVERNMENT'S SHARE OF INCREASES OR DECREASES IN REAL ESTATE TAXES FOR THE REMAINDER OF THE TERM OF THE LEASE. 9	
1.18 OPERATING COST BASE (OCT 2016)	9
1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) INTENTIONALLY DELETED	9
1.20 HOURLY OVERTIME HVAC RATES (OCT 2016) INTENTIONALLY DELETED	9
1.21 24-HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED	9
1.22 BUILDING IMPROVEMENTS (MAR 2016)	9
1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012) (NOT APPLICABLE)	9
1.24 LESSOR'S DUNS NUMBER (OCT 2017)	9
SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS	10
2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (OCT 2016)	10
2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)	11
2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)	11
2.04 WAIVER OF RESTORATION (OCT 2016)	11
2.05 PAYMENT OF BROKER (JUL 2011)	11
2.06 CHANGE OF OWNERSHIP (OCT 2017)	11
2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)	12
2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)	13
2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)	14
2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)	14
2.11 RELOCATION ASSISTANCE ACT (APR 2011) INTENTIONALLY DELETED	14
SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS	15
3.01 LABOR STANDARDS (OCT 2016) INTENTIONALLY DELETED	15
3.02 WORK PERFORMANCE (JUN 2012)	15
3.03 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2017)	15
3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)	15
3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)	15
3.06 WOOD PRODUCTS (OCT 2016)	16
3.07 ADHESIVES AND SEALANTS (OCT 2017)	16
3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (OCT 2016)	16
3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)	16
3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)	16
3.11 VESTIBULES (APR 2011)	17
3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2015)	17
3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)	17
3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)	17
3.15 ENERGY INDEPENDENCE AND SECURITY ACT (NOV 2018)	18
3.16 ELEVATORS (WAREHOUSE) (MAY 2014) NO ELEVATORS EXIST AT THIS FACILITY	19
3.17 FLAGPOLE (SEP 2013) 19	19
3.18 DEMOLITION (JUN 2012)	19
3.19 ACCESSIBILITY (FEB 2007)	19
3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)	19
3.21 DOORS: IDENTIFICATION (APR 2011)	20

(b) (6)

3.22	WINDOWS (APR 2011)	20
3.23	PARTITIONS: GENERAL (APR 2015)	20
3.24	PARTITIONS: PERMANENT (APR 2015)	20
3.25	INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)	20
3.26	WALL FINISHES—SHELL (JUN 2012)	20
3.27	PAINTING—SHELL (OCT 2017)	20
3.28	FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015)	20
3.29	FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2014)	21
3.30	MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)	21
3.31	BUILDING SYSTEMS (APR 2011)	21
3.32	ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)	21
3.33	ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)	22
3.34	PLUMBING (JUN 2012)	22
3.35	DRINKING FOUNTAINS (WAREHOUSE) (OCT 2016)	22
3.36	RESTROOMS (WAREHOUSE) (OCT 2016)	22
3.37	PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)	23
3.38	JANITOR CLOSETS (JUN 2012)	23
3.39	HEATING AND VENTILATION—SHELL (WAREHOUSE) (OCT 2016)	23
3.40	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)	24
3.41	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)	24
3.42	LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (OCT 2016)	24
3.43	ACOUSTICAL REQUIREMENTS (JUN 2012)	25
3.44	ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) INTENTIONALLY DELETED	25
3.45	SECURITY FOR NEW CONSTRUCTION (NOV 2005) INTENTIONALLY DELETED	25
3.46	SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED	25
3.47	FIRE PROTECTION FOR NEW CONSTRUCTION (WAREHOUSE) (MAY 2015) INTENTIONALLY DELETED	25
3.48	INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)	25
3.49	SYSTEMS COMMISSIONING (APR 2011)	26
3.50	LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)	26
3.51	EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)	27
3.52	MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)	27
3.53	DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)	27
3.54	NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)	28
SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES		
4.01	SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (OCT 2017)	29
4.02	CONSTRUCTION DOCUMENTS (SEP 2012)	30
4.03	TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)	30
4.04	BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) (NOT APPLICABLE)	30
4.05	TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)	30
4.06	GREEN LEASE SUBMITTALS (OCT 2017)	30
4.07	CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)	31
4.08	PROGRESS REPORTS (JUN 2012)	31
4.09	ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)	31
4.10	CONSTRUCTION INSPECTIONS (APR 2011)	31
4.11	ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015)	31
4.12	LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)	32
IN ACCORDANCE WITH THE LEASE, THE LEASE TERM SHALL COMMENCE UPON SUBSTANTIAL COMPLETION OF THE LEASED PREMISES SUBJECT TO ADJUSTMENT AS PROVIDED BELOW. THE LEASE TERM COMMENCEMENT DATE, RECONCILIATION OF THE ANNUAL RENT, AND THE AMOUNT OF THE COMMISSION CREDIT, IF ANY, SHALL BE MEMORIALIZED BY A LEASE AMENDMENT. THE ACCEPTANCE OF THE LEASED PREMISES AND LEASE TERM COMMENCEMENT DATE CANNOT OCCUR PRIOR TO OCTOBER 1, 2020 TO ACCOMMODATE THE NIH.		
4.13	AS-BUILT DRAWINGS (OCT 2017)	32
4.14	LIQUIDATED DAMAGES (JUN 2012)	32
4.15	SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED	32
4.16	LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)	32
SECTION 5 TENANT IMPROVEMENT COMPONENTS		
5.01	TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)	33
5.02	FINISH SELECTIONS (JUN 2012)	33
5.03	WINDOW COVERINGS (WAREHOUSE) (JUN 2012)	33
5.04	DOORS: SUITE ENTRY (SEP 2013)	33
5.05	DOORS: INTERIOR (SEP 2013)	33
5.06	DOORS: HARDWARE (SEP 2013)	33
5.07	DOORS: IDENTIFICATION (JUN 2012)	33
5.08	PARTITIONS: SUBDIVIDING (SEP 2015)	33
5.09	CEILINGS—TI (WAREHOUSE) (OCT 2017)	34
5.10	WALL FINISHES (JUN 2012)	34
5.11	PAINTING—TI (OCT 2017)	34

(b) (6)

5.12	FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (OCT 2017)	34
5.13	HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)	35
5.14	ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)	35
5.15	TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)	35
5.16	TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)	35
5.17	DATA DISTRIBUTION (JUN 2012)	35
5.18	ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)	35
5.19	LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)	36
5.20	LOADING DOCKS—TI (WAREHOUSE) (MAY 2014) INTENTIONALLY DELETED	36
5.21	AUTOMATIC FIRE SPRINKLER SYSTEM—TI (OCT 2016)	37
SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM		
6.01	PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)	38
6.02	UTILITIES (APR 2011)	38
6.03	INTENTIONALLY DELETED	38
6.04	UTILITIES CONSUMPTION REPORTING (OCT 2016)	38
6.05	HEATING AND AIR CONDITIONING (WAREHOUSE) (OCT 2017)	38
6.06	OVERTIME HVAC USAGE (JUN 2012)	38
6.07	JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)	39
6.08	SELECTION OF CLEANING PRODUCTS (OCT 2016)	39
6.09	SELECTION OF PAPER PRODUCTS (APR 2015)	39
6.10	SNOW REMOVAL (WAREHOUSE) (MAY 2014)	39
6.11	MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)	39
6.12	MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (OCT 2016)	39
6.13	ASBESTOS ABATEMENT (APR 2011)	40
6.14	ONSITE LESSOR MANAGEMENT (APR 2011)	40
6.15	IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)	40
6.16	SCHEDULE OF PERIODIC SERVICES (JUN 2012)	41
6.17	LANDSCAPING (OCT 2016)	41
6.18	LANDSCAPE MAINTENANCE (APR 2011)	41
6.19	RECYCLING—WAREHOUSE (MAY 2014)	41
6.20	RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)	41
6.21	SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)	41
6.22	INDOOR AIR QUALITY (OCT 2016)	43
6.23	RADON IN AIR (OCT 2016)	43
6.22	RADON IN AIR (SEP 2013)	43
6.23	RADON IN WATER (JUN 2012)	44
6.24	HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)	44
6.25	MOLD (OCT 2016)	44
6.26	OCCUPANT EMERGENCY PLANS (SEP 2013)	45
6.27	FLAG DISPLAY (OCT 2016)	45
6.28	PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)	45
6.29	TRASH DUMPSTER SERVICE—LESSOR PROVIDED (WAREHOUSE) (OCT 2016)	45
6.29	TRASH DUMPSTER SERVICE (WAREHOUSE)—GOVERNMENT PROVIDED (OCT 2016) INTENTIONALLY DELETED	45
6.30	ACCESS TO BUILDING INFORMATION (MAY 2014)	45
SECTION 7 ADDITIONAL TERMS AND CONDITIONS		
7.01	SECURITY REQUIREMENTS (OCT 2016)	46
7.02	MODIFIED LEASE PARAGRAPHS (OCT 2016)	46

(b) (6)

SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (WAREHOUSE) (OCT 2016)

The Premises are described as follows:

- A. Warehouse and Related Space: 115,383 rentable square feet yielding 115,185 ANSI/BOMA Office Area (ABOA) square feet (SF) of warehouse Space, in the Building, as depicted on the floor plan(s) attached hereto as **Exhibit A**.
- B. Common Area Factor: The Common Area Factor (CAF), defined under Section 2 of the Lease, is established as 0.17% percent, this factor, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)

The Government shall have exclusive or non-exclusive (as identified) right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Automobile Parking:

Eighty Three (83) parking spaces shall be provided for automobile parking at no additional cost to the Government. Parking spaces for automobiles shall include twelve (12) spaces that shall be marked as reserved for the exclusive use of the Government. The cost of these reserved parking shall be included as part of the rental consideration. All spaces must be secured and lit in accordance with the Security Requirements set forth in the Lease.

B. Semi-Trailer Staging Area/Parking:

Fourteen (14) parking spaces shall be provided for 28' foot box trucks, all of which shall be reserved for the exclusive use of the Government. The cost of these reserved spaces shall be included as part of the rental consideration.

C. Delivery Route: (To be provided as part of the Tenant Improvements)

- (1) At least one unobstructed route having no steps or abrupt changes in level shall connect with all accessible elements, spaces, buildings, and courses of passage. The minimum clear width of a route shall be 4' feet 0" inches. If a route is less than 60 inches in width then it shall have level passing zones, spaced at no more than 200 feet apart, measuring a minimum of 60 inches by 60 inches.
- (2) Objects projecting from walls with their leading edges between 27 and 80 inches above the finished floor shall protrude no more than 4 inches into an accessible route. Freestanding objects mounted on posts or pylons may overhang 12 inches maximum from 27 to 80 inches above the ground or the finished floor. Objects mounted with their leading edges at or below 27 inches above the finished floor may protrude any distance. However, no protruding objects shall reduce the clear width of an accessible route or maneuvering space. If vertical clearance of an area adjoining an accessible route is reduced to less than 80 inches, a barrier to warn blind or visually impaired persons shall be provided.
- (3) Mechanical rooms and spaces which are not normally frequented by the public or occupants and are not part of an accessible or emergency route are excepted and need not be accessible.
- (4) Gratings in a route surface shall have spaces no wider than 1/2 inch in one direction and shall be placed so that the long dimension of openings is perpendicular to the dominant direction of travel.

D. Delivery Ramps:

- (1) Any part of an accessible route outside of the leased space with a slope greater than 1 foot rise in 20 feet shall be considered a ramp. Where ramps are necessary, they shall have a non-slip surface with a slope no greater than 1 foot rise in 12 feet. Ramps must have a minimum clear width of 4' feet 0" inches with level landings at the top and bottom of each ramp run. Each landing shall be at least 5 feet in length and as wide as any ramp run leading into it. The maximum rise for any run shall be 30 inches. Intermediate landings for turning ramps shall measure a minimum of 5 feet by 5 feet.
- (2) Lessor shall provide handrails complying with "HANDRAILS" (36 CFR 1191) on both sides of all ramps with a vertical rise greater than 6 inches. Ramps with drop-offs shall have curbs (minimum 2 inches high), walls, railings or projecting surfaces. Lessor shall provide curb

(b) (6)

ramps wherever an accessible route crosses a curb. Curb ramps shall not interfere with walks or vehicular traffic. The maximum slope of a curb ramp shall be a 1 inch rise per 12 inch run. The maximum length of a curb ramp shall be 6 feet with a minimum width of 48 inches, exclusive of flared sides. If no other alternative is feasible, accessible platform lifts may be used in lieu of a ramp or elevator. Lifts shall have accessible controls and clearances, shall comply with applicable safety regulations, and should facilitate unassisted entry and exit.

E. Antennas, Satellite Dishes, and Related Transmission Devices:

- (1) Lessor shall provide space located on the roof of the Building sufficient in size for the installation and placement of the Government telecommunications equipment. (Also see Paragraph 3.41.E)
- (2) the right to access the roof of the Building, escorted by a Lessor representative.
- (3) use of all Building areas (e.g., chases, plenums, etc.) necessary for the use, operation, and maintenance of such telecommunications equipment at all times during the term of this Lease.

F. Loading Docks. See "LOADING DOCKS SHELL WAREHOUSE" paragraph in Section 3 of this Lease.

1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)

At a minimum, a truck turning radius sized for 55 foot tractor trailers for all loading docks designed for such sized trucks. One-way design for service traffic is preferred in order to avoid the need for large turning areas.

1.04 CLEAR CEILING HEIGHT REQUIREMENTS (WAREHOUSE) (MAY 2014)

A minimum of 95,000 ABOA SF must have a clear ceiling height of 24 feet 0 inches, measured from floor to the lowest obstruction, with the balance of the space maintaining a clear ceiling height of a minimum of 24 feet. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided.

1.05 BAY WIDTH, BAY DEPTH, AND COLUMN SPACING REQUIREMENTS (WAREHOUSE) (MAY 2014)

The following minimum requirements apply to this Lease:

Bay Width: 36' 0" (the clear distance from one side of the bay to the other side of the bay in linear feet and inches)

Bay Depth: 40' 0" (the clear distance from the front of the bay to the back of the bay in linear feet and inches)

Column Spacing: Columns shall be at least 36'x 40'(staging bay at dock doors 50' deep). The minimum column spacing shall be 36'-0" linear feet apart, measured from the nearest surface of each column.

1.06 RENT AND OTHER CONSIDERATION (OCT 2017)

A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	FIRM TERM (YEAR 1-15)
	ANNUAL RENT
SHELL RENT ¹	\$2,059,229.64
TENANT IMPROVEMENTS RENT ³	(b) (4)
BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) ⁴	(b) (4)
OPERATING COSTS	(b) (4)
PARKING ⁵	(b) (4)
TOTAL ANNUAL RENT	\$3,006,881.68

¹Shell rent calculation:

(Firm Term Year 1-15) \$17,8469 per RSF multiplied by the RSF stated under Paragraph 1.01

²Operating Costs (Net of Electric and Gas) rent calculation: (b) (4)

³The Tenant Improvement Allowance of (b) (4) stated under Paragraph 1.01.

⁴Building Specific Amortized Capital (BSAC) of (b) (4) per annum over 15 years.

⁵Parking costs described under sub-paragraph B below

B. Parking shall be provided at a rate of \$0.00 per parking space per month (Structure), and \$0.00 per parking space per month (Surface).

C. Subparagraph Intentionally Deleted.

- D. In instances where the Lessor amortizes either the TIA or Building Specific Amortized Capital (BSAC) for a period exceeding the Firm Term of the Lease, should the Government terminate the Lease after the Firm Term or does not otherwise renew or extend the term beyond the Firm Term, the Government shall not be liable for any costs, including unamortized costs, beyond the Firm Term.
- E. Prior to the execution of the Lease, the Lessor and the Government have confirmed the measurement of the Space as 115,383/RSF yielding 115,185/ABOA SF based upon the methodology outlined under the "Payment" clause of GSA Form 3517. Accordingly, the leased space shall not be subject to further re-measurement.
- F. Rent is subject to adjustment based upon the final Tenant Improvement (TI) cost to be amortized in the rental rate, as agreed upon by the parties subsequent to the Lease Award Date.
- G. If the Government leases the Premises for less than the full calendar month at the beginning or the end of the lease term, then the rent shall be prorated for such partial months based on the actual number of days the lease is in effect for such months.
- H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:
1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises."
 2. All costs, expenses, and fees to perform the work required for acceptance of the Premises up to the total amount of the TIA allowance and BSAC allowance plus any lump sum payments made by the Government in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;
 3. Performance or satisfaction of all other obligations set forth in this Lease; and all services of the Lease. (with the exclusion of Electric and Natural Gas), maintenance required for the proper operation of the Property, the Building, and the Leased Premises, in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements and improvements required to be made thereto to meet the requirements of this Lease.

The Lease and the annual rent is net of electricity and natural gas, but includes water and sewage. The Government's tenant agency may elect to at any time during the term of the Lease to contract directly with the utility providers for electricity and natural gas or may request the Lessor to establish a dedicated account under the Lessor's name for such utilities provided the Government's tenant agency and the Lessor have entered into a separate agreement pursuant to which the Government's tenant agency agrees to reimburse the Lessor on a monthly basis for the costs of such utilities plus the service charge described in the next sentence. In the event the Government requests that the utilities be in the name of the Lessor and the separate agreement is executed, a monthly invoice shall be provided by the Lessor to the Government tenant agency for the actual cost of the utilities for the prior month plus a 10% service charge.

The Lessor shall provide and install as part of shell rent, separate meters for utilities. Sub-meters are not acceptable. The Lessor shall furnish in writing to the LCO, prior to occupancy by the Government, a record of the meter numbers and verification that the meters measure Government usage only. Proration is not permissible.

1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)

- A. CUSHMAN & WAKEFIELD, U.S., INC (Broker) is the authorized real estate Broker representing GSA in connection with this Lease transaction. The total amount of the Commission is (b) (4) and is earned upon Lease execution, payable according to the Commission Agreement signed between the Lessor and Broker. Only (b) (4) of the Commission will be payable to CUSHMAN & WAKEFIELD, U.S., INC with the remaining (b) (4) which is the Commission Credit, to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest time practicable.
- B. Notwithstanding the "Rent and Other Consideration" paragraph of this Lease, the shell rental payments due and owing under this Lease shall be reduced to recapture fully this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

The Lessor provided (2) two months of free rent following which, the commission credit will be captured on month three (3) to month five (5) of the Lease.

Month 3 Rental Payment	(b) (4)	minus prorated Commission Credit of (b) (4)	equals (b) (4)	adjusted 3 rd Month's Rent.*
Month 4 Rental Payment	(b) (4)	minus prorated Commission Credit of (b) (4)	equals (b) (4)	adjusted 4 th Month's Rent.*
Month 5 Rental Payment	(b) (4)	minus prorated Commission Credit of (b) (4)	equals (b) (4)	adjusted 5 th Month's Rent.*

* Subject to change based on adjustments outlined under the paragraph "Rent and Other Consideration."

1.08 TERMINATION RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.09 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.10 DOCUMENTS INCORPORATED IN THE LEASE (WAREHOUSE) (OCT 2017)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
FLOOR PLAN(S)	1	A
PARKING PLAN(S)	1	B
SITE PLAN(S)	1	C
PROGRAM OF REQUIREMENTS DATED 3/1/2018	53	D
SECURITY REQUIREMENTS- FSL LEVEL II	8	E
GSA FORM 1217 FORM	2	F
GSA FORM 3517B GENERAL CLAUSES	15	G
REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	2	H
GENERAL CLAUSE ADDENDUM	5	I

1.11 TENANT IMPROVEMENT ALLOWANCE (AUG 2011)

The Tenant Improvement Allowance (TIA) for purposes of this Lease is (b) (4). The TIA is the amount that the Lessor shall make available for the Government to be used for TIs. This amount is amortized in the rent over the Firm Term of this Lease at an annual interest rate of 0.00% percent.

1.12 TENANT IMPROVEMENT RENTAL ADJUSTMENT (OCT 2016)

- A. The Government, at its sole discretion, shall make all decisions as to the use of the TIA. The Government may use all or part of the TIA. The Government may return to the Lessor any unused portion of the TIA in exchange for free rent.
- B. The Government may elect to make lump sum payments for any or all work covered by the TIA. That part of the TIA amortized in the rent shall be exchanged for free rent to be applied at Lease Commencement. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay lump sum for any part or all of the remaining unpaid amortized balance of the TIA. If the Government elects to make a lump sum payment for the TIA after occupancy, the payment of the TIA by the Government will result in an equal amount of free rent.
- C. If it is anticipated that the Government will spend more than the identified TIA, the Government may elect to:
1. Reduce the TI requirements;
 2. Pay lump sum for the overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph;
 3. Negotiate an increase in the rent.

1.13 TENANT IMPROVEMENT FEE SCHEDULE (JUN 2012)

For pricing TI and BSAC costs, the following rates shall apply for the initial build-out of the Space.

	INITIAL BUILD-OUT
ARCHITECT/ENGINEER FEES (\$ PER ABOA SF OR % OF TI AND BSAC CONSTRUCTION COSTS)	6%
GENERAL CONTRACTOR GENERAL CONDITIONS	6%
GENERAL CONTRACTOR OVERHEAD AND PROFIT	5%
LESSOR'S PROJECT MANAGEMENT FEE	7%

1.14 BUILDING SPECIFIC AMORTIZED CAPITAL (SEP 2012)

For purposes of this Lease, the Building Specific Amortized Capital (BSAC) is (b) (4) per ABOA SF. The Lessor will make the total BSAC amount available to the Government, which will use the funds for security related improvements. This amount is amortized in the rent over the Firm Term of this lease at an annual interest rate of 0.00% percent.

1.15 BUILDING SPECIFIC AMORTIZED CAPITAL RENTAL ADJUSTMENT (SEP 2013)

- A. The Government, at its sole discretion, shall make all decisions about the use of the Building Specific Amortized Capital (BSAC). The Government may use all or part of the BSAC. The Government may return to the Lessor any unused portion of the BSAC in exchange for free rent.
- B. The Government may elect to make lump-sum payments for any work covered by the BSAC. The part of the BSAC amortized in the rent shall be exchanged for free rent to be applied at Lease Commencement. At any time after occupancy and during the Firm Term of the Lease, the Government, at its sole discretion, may elect to pay a lump sum for any part or all of the remaining unpaid amortized balance of the BSAC. If the Government elects to make a lump-sum payment for the BSAC after occupancy, the payment of the BSAC by the Government will result in an equal amount of free rent.
- C. If it is anticipated that the Government will spend more than the BSAC identified above, the Government may elect to:
1. Reduce the security countermeasure requirements;
 2. Pay a lump sum for the amount overage upon substantial completion in accordance with the "Acceptance of Space and Certificate of Occupancy" paragraph; or
 3. Negotiate an increase in the rent.

1.16 PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (OCT 2016)

As of the Lease Award Date, the Government's Percentage of Occupancy, as defined in the "Real Estate Tax Adjustment" paragraph of this Lease is **67.95%** percent. The Percentage of Occupancy is derived by dividing the total Government Space of **115,383** RSF by the total Building space of **169,803** RSF. The tax parcel number is A-Rosemont P.B.173 P. No.19455.

1.17 REAL ESTATE TAX BASE (SEP 2013)

The Annual Shell Rent includes **\$1.25/RSF** in base year real estate taxes. In the event the real estate taxes during the first full tax year following the lease commencement date are greater or less than such amount, then commencing with the first day of the second tax year following the commencement date of the Lease, the Real Estate Tax Base and the Annual Shell Rent shall be adjusted up or down by the amount of such difference, provided that in no event shall the Annual Shell Rent be increased by an amount greater than **\$1.65/RSF**. The revised Real Estate Tax Base shall be used to calculate the Government's share of increases or decreases in real estate taxes for the remainder of the term of the Lease.

1.18 OPERATING COST BASE (OCT 2016)

The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **(b) (4)**.

1.19 RATE FOR ADJUSTMENT FOR VACANT LEASED PREMISES (SEP 2013) INTENTIONALLY DELETED

1.20 HOURLY OVERTIME HVAC RATES (OCT 2016) INTENTIONALLY DELETED

1.21 24 HOUR HVAC REQUIREMENT (OCT 2016) INTENTIONALLY DELETED

1.22 BUILDING IMPROVEMENTS (MAR 2016)

Before the Government accepts the Space, the Lessor shall complete the following additional Building improvements: The Government is leasing the Premises recognizing that it has been constructed as a warehouse. In accordance with the Lease the Lessor shall complete the Government's tenant and security buildout and shall complete any additional improvements as requested by the Government to the current building shell and building systems up to an amount of \$300,000.00 which amount shall be provided by the Lessor as a Supplemental Allowance to be used for the preparation of the DID's and any additional improvements in the building which shall be coordinated with the tenant improvements at no additional cost to the Government.

1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012) (Not applicable)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

1.24 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: 785951773.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

- A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights (such as parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease).
- B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.
- C. Building. Building(s) situated on the Property in which the Premises are located.
- D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."
- E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% $[(11,500 \text{ RSF} - 10,000 \text{ ABOA SF}) / 10,000 \text{ ABOA SF}]$. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.
- F. Contract. "Contract" shall mean this Lease.
- G. Contractor. "Contractor" shall mean Lessor.
- H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.
- I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.
- J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.
- K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.
- L. Lease Term Commencement Date. The date on which the lease term commences.
- M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).
- N. Premises. Defined as the total Warehouse Area, Office Area, and other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking, wareyards, loading docks, aprons, loading ramps and other areas to which the Government has rights under this Lease are not included in the Premises.
- O. Property. Defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.
- P. Racking System Plan—A plan that at a minimum must include clear ceiling height requirement(s), aisle width(s), shelving depth(s) and type of material(s) to be stored. In addition such Plan shall identify locations and dimensions of storage of materials in packed piles, on pallets, in racks, or on shelves.
- Q. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: $\text{ABOA SF of Space} \times (1 + \text{CAF}) = \text{RSF}$.
- R. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas, wareyards, loading docks, aprons, loading ramps to which the Government has rights under this Lease are not included in the Space.
- S. Warehouse and office space. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area

where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

T. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

U. Excusable Delay: The Lessor shall not be responsible for delays which arise without the fault or negligence of Lessor ("Excusable Delays") which shall include (1) acts of God or of the public enemy, (2) acts of the United States of America in either its sovereign or contractual capacity, (3) acts of contractor's other than agents of the Lessor in the performance of a contract with the Government, (4) fires, (5) floods, (6) epidemics, (7) quarantine restrictions, (8) strikes, (9) freight embargoes, (10) unusually severe weather, (11) delays in issuance of a building permit after Lessor has applied for a permit with all due diligence, or (12) delays by city inspectors in completing any necessary inspections. Also Reference Clause Section 10 item 4 of the 3517B form.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2016)

- A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.
- B. Orders for alterations issued by an authorized COR are limited to no more than \$150,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2016)

Lessor shall have no right to require the Government to restore the Premises upon termination of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.05 PAYMENT OF BROKER (JUL 2011)

If GSA awarded the Lease through its Broker, the Lessor shall pay GSA's Broker its portion of the commission one half upon Lease award and the remaining half upon acceptance of the Space. "Its portion of the commission" means the agreed-upon commission to GSA's Broker minus the Commission Credit specified in the Lease or Lease Amendment.

2.06 CHANGE OF OWNERSHIP (OCT 2017)

- A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.
- B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.
- C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.
- D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

(b) (6)

- E. If the LCO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.
- F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.
- G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

2.07 REAL ESTATE TAX ADJUSTMENT (JUN 2012)

- A. Purpose: This paragraph provides for adjustment in the rent (tax adjustment) to account for increases or decreases in Real Estate Taxes for the Property after the establishment of the Real Estate Tax Base, as those terms are defined herein. Tax adjustments shall be calculated in accordance with this paragraph.
- B. Definitions: The following definitions apply to the use of the terms within this paragraph:

Fully Assessed. The Property is deemed to be "Fully Assessed" (and Real Estate Taxes are deemed to be based on a Full Assessment) only when a Taxing Authority has, for the purpose of determining the Lessor's liability for Real Estate Taxes, determined a value for the Property taking into account the value of all improvements contemplated for the Property pursuant to the Lease, and issued to the Lessor a tax bill or other notice of levy wherein the Real Estate Taxes for the full Tax Year are based upon such Full Assessment. At no time prior to the issuance of such a bill or notice shall the Property be deemed Fully Assessed.

Property. "Property" has the same definition as provided in Section 2.01 of this Lease. It is the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas, wareyards, loading docks, aprons, loading ramps) to which the Government is granted rights.

Real Estate Taxes. Those taxes levied upon the owners of real property by a Taxing Authority (as hereinafter defined) of a state or local Government on an ad valorem basis to raise general revenue for funding the provision of government services. "Real Estate Taxes" excludes, without limitation, special assessments for specific purposes, assessments for business improvement districts, and/or community development assessments.

Taxing Authority. The state, commonwealth, territory, county, city, parish, or political subdivision thereof, authorized by law to levy, assess, and collect Real Estate Taxes.

Tax Year. The 12-month period adopted by a Taxing Authority as its fiscal year for assessing Real Estate Taxes on an annual basis.

Tax Abatement. An authorized reduction in the Lessor's liability for Real Estate Taxes below that determined by applying the generally applicable real estate tax rate to the Fully Assessed (as hereinafter defined) valuation of the Property.

Unadjusted Real Estate Taxes. The full amount of Real Estate Taxes that would be assessed for the Property for one full Tax Year without regard to the Lessor's entitlement to any Tax Abatements (except if such Tax Abatement came into effect after the date of award of the Lease), and not including any late charges, interest or penalties. If a Tax Abatement comes into effect after the date of award of the Lease, "unadjusted Real Estate Taxes" are the full amount of Real Estate Taxes assessed for the Property for one full Tax Year, less the amount of such Tax Abatement, and not including any late charges, interest, or penalties.

Real Estate Tax Base. The Unadjusted Real Estate Taxes for the first full Tax Year following the commencement of the Lease term. If the Real Estate Taxes for that Tax Year are not based upon a Full Assessment of the Property, then the Real Estate Tax Base shall be the Unadjusted Real Estate Taxes for the Property for the first full Tax Year for which the Real Estate Taxes are based upon a Full Assessment. Such first full Tax Year may be hereinafter referred to as the Tax Base Year. Alternatively, the Real Estate Tax Base may be an amount negotiated by the parties that reflects an agreed upon base for a Fully Assessed value of the Property.

Percentage of Occupancy. That portion of the Property exclusively occupied or used by the Government pursuant to the Lease. For Buildings, the Percentage of Occupancy is determined by calculating the ratio of the RSF occupied by the Government pursuant to the Lease to the total RSF in the Building or Buildings so occupied, and shall not take into account the Government's ancillary rights including, but not limited to, parking or roof space for antennas (unless facilities for such ancillary rights are separately assessed). This percentage shall be subject to adjustment to take into account increases or decreases for Space leased by the Government or for rentable space on the Property.

- C. Adjustment for changes in Real Estate Taxes. After the Property is Fully Assessed, the Government shall pay its share of any increases and shall receive its share of any decreases in the Real Estate Taxes for the Property, such share of increases or decreases to be referred to herein as "tax adjustment." The amount of the tax adjustment shall be determined by multiplying the Government's Percentage of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base, less the portion of such difference not paid due to a Tax Abatement (except if a Tax Abatement comes into effect after the date of award of the Lease). If a Tax Abatement comes into effect after the date of award of the Lease, the amount of the tax adjustment shall be determined by multiplying the Government's Percentage

(b) (6)

of Occupancy by the difference between the current year Unadjusted Real Estate Taxes and the Real Estate Tax Base. The Government shall pay the tax adjustment in a single annual lump sum payment to the Lessor. In the event that this tax adjustment results in a credit owed to the Government, the Government may elect to receive payment in the form of a rental credit or lump sum payment.

If the Property contains more than one separately assessed parcel, then more than one tax adjustment shall be determined based upon the Percentage of Occupancy, Real Estate Tax Base, and Real Estate Taxes for each respective parcel.

After commencement of the Lease term, the Lessor shall provide to the LCO copies of all real estate tax bills for the Property, all documentation of Tax Abatements, credits, or refunds, if any, and all notices which may affect the assessed valuation of the Property, for the Tax Year prior to the commencement of the Lease Term, and all such documentation for every year following. Lessor acknowledges that the LCO shall rely on the completeness and accuracy of these submissions in order to establish the Real Estate Tax Base and to determine tax adjustments. The LCO may memorialize the establishment of the Real Estate Tax Base by issuing a unilateral administrative lease amendment indicating the base year, the amount of the Real Estate Tax Base, and the Government's Percentage of Occupancy.

The Real Estate Tax Base is subject to adjustment when increases or decreases to Real Estate Taxes in any Tax Year are attributable to (a) improvements or renovations to the Property not required by this Lease, or (b) changes in net operating income for the Property not derived from this Lease. If either condition results in a change to the Real Estate Taxes, the LCO may re-establish the Real Estate Tax Base as the Unadjusted Real Estate Taxes for the Tax Year the Property is reassessed under such condition, less the amount by which the Unadjusted Real Estate Taxes for the Tax Year prior to reassessment exceeds the prior Real Estate Tax Base.

If this Lease includes any options to renew the term of the Lease, or be otherwise extended, the Real Estate Tax Base for determining tax adjustments during the renewal term or extension shall be the last Real Estate Tax Base established during the base term of the Lease.

If any Real Estate Taxes for the Property are retroactively reduced by a Taxing Authority during the term of the Lease, the Government shall be entitled to a proportional share of any tax refunds to which the Lessor is entitled, calculated in accordance with this Paragraph. Lessor acknowledges that it has an affirmative duty to disclose to the Government any decreases in the Real Estate Taxes paid for the Property during the term of the Lease. Lessor shall annually provide to the LCO all relevant tax records for determining whether a tax adjustment is due, irrespective of whether it seeks an adjustment in any Tax Year.

If the Lease terminates before the end of a Tax Year, or if rent has been suspended, payment for the real estate tax increase due because of this section for the Tax Year will be prorated based on the number of days that the Lease and the rent were in effect. Any credit due the Government after the expiration or earlier termination of the Lease shall be made by a lump sum payment to the Government or as a rental credit to any succeeding Lease, as determined in the LCO's sole discretion. Lessor shall remit any lump sum payment to the Government within 15 calendar days of payment or credit by the Taxing Authority to Lessor or Lessor's designee. If the credit due to the Government is not paid by the due date, interest shall accrue on the late payment at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978, as amended (41 USC § 611), that is in effect on the day after the due date. The interest penalty shall accrue daily on the amount of the credit and shall be compounded in 30-day increments inclusive from the first day after the due date through the payment date. The Government shall have the right to pursue the outstanding balance of any tax credit using all such collection methods as are available to the United States to collect debts. Such collection rights shall survive the expiration of this Lease.

In order to obtain a tax adjustment, the Lessor shall furnish the LCO with copies of all paid tax receipts, or other similar evidence of payment acceptable to the LCO, and a proper invoice (as described in GSA Form 3517, General Clauses, 552.270-31, Prompt Payment) for the requested tax adjustment, including the calculation thereof. All such documents must be received by the LCO within 60 calendar days after the last date the real estate tax payment is due from the Lessor to the Taxing Authority without payment of penalty or interest. FAILURE TO SUBMIT THE PROPER INVOICE AND EVIDENCE OF PAYMENT WITHIN SUCH TIME FRAME SHALL CONSTITUTE A WAIVER OF THE LESSOR'S RIGHT TO RECEIVE A TAX ADJUSTMENT PURSUANT TO THIS PARAGRAPH FOR THE TAX YEAR AFFECTED.

- D. Tax Appeals. If the Government occupies more than 50 percent of the Building by virtue of this and any other Government Lease(s), the Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal at the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonably withheld, conditioned or delayed, and the Lessor shall be entitled to a credit in the amount of its reasonable expenses in pursuing the appeal.

2.08 ADJUSTMENT FOR VACANT PREMISES (OCT 2017)

- A. If the Government fails to occupy any portion of the leased Premises or vacates the Premises in whole or in part prior to expiration of the term of the Lease, the rental rate and the base for operating cost adjustments will be reduced using the figure specified in the "Rate for Adjustment for Vacant Leased Premises" paragraph of this Lease.
- B. If no rate reduction has been established in this Lease, the rate will be reduced by that portion of the costs per ABOA SF of operating expenses not required to maintain the Space.
- C. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant Premises or the Lease expires or is terminated.

(b) (6)

2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)

A. Beginning with the second year of the Lease and each year thereafter, the Government shall pay, if the particular service is provided by the Lessor, annual incremental adjusted rent for changes in common area costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable thereto.

B. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the Lease Term Commencement Date with the index figure published for the month prior which begins each successive 12-month period. For example, a Lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. city average, all items, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the Lease; however, payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.

C. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the Lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.

D. If the Government exercises an option to extend the Lease term at the same rate as that of the original term, the option price will be based on the adjustment during the original term. Annual adjustments will continue.

2.10 ADDITIONAL POST-AWARD FINANCIAL AND TECHNICAL DELIVERABLES (JUN 2012)

A. If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims or damages of any nature whatsoever.

B. Within Five (5) days after Lease award, the Lessor shall provide to the LCO (or representative designated by the LCO) evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The names of at least two proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the Building is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

C. The Government shall have the right to withhold approval of design intent drawings (DIDs) until the conditions specified in sub-paragraphs A and B have been satisfied.

D. Within Ten (10) calendar days after the LCO issues the Notice To Proceed (NTP) for TI construction, the Lessor shall provide to the LCO evidence of:

1. Award of a construction contract for TIs with a firm completion date. This date must be in accordance with the construction schedule for TIs as described in the "Schedule for Completion of Space" paragraph of this Lease.
2. Issuance of required permits for construction of the TIs.

2.11 RELOCATION ASSISTANCE ACT (APR 2014) INTENTIONALLY DELETED

(b) (6)

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 LABOR STANDARDS (OCT 2016) INTENTIONALLY DELETED

3.02 WORK PERFORMANCE (JUN 2012)

All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the LCO. The LCO may reject the Lessor's workers 1) if such are unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other government or private contracts.

3.03 ENVIRONMENTALLY PREFERABLE PRODUCTS REQUIREMENTS (OCT 2017)

- A. The Lessor must provide environmentally preferable products as detailed throughout individual subsections of this Lease.
- B. When individual subsections of this Lease do not contain specific requirements for environmentally preferable products, the Lessor must provide products meeting at least one of the environmentally preferable criteria outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT to determine whether any of these criteria are applicable for a product category.
- C. The Lessor, if unable to comply with the environmentally preferable products requirements above, must submit a waiver request for each material to the LCO within the TI pricing submittal. The waiver request shall be based on the following exceptions:
 - 1. Product cannot be acquired competitively within a reasonable performance schedule.
 - 2. Product cannot be acquired that meets reasonable performance requirements.
 - 3. Product cannot be acquired at a reasonable price.
 - 4. An exception is provided by statute.

The price shall be deemed unreasonable when the total life cycle costs are significantly higher for the sustainable product versus the non-sustainable product. Life cycle costs are determined by combining the initial costs of a product with any additional costs or revenues generated from that product during its entire life.

3.04 EXISTING FIT-OUT, SALVAGED, OR REUSED BUILDING MATERIAL (JUN 2012)

- A. Items and materials existing in the Premises, or to be removed from the Premises during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in re-furnished condition and shall meet the quality standards set forth by the Government in this Lease. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the LCO. The Government will not pay for existing fixtures and other TIs accepted in place. However, the Government will reimburse the Lessor, as part of the TIA, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the LCO.

3.05 CONSTRUCTION WASTE MANAGEMENT (OCT 2017)

- A. Recycling construction waste is mandatory for initial space alterations for TIs and subsequent alterations under the Lease.
- B. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittals paragraph of the Lease.
- C. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility: Ceiling grid and tile, light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs, duct work and HVAC equipment, wiring and electrical equipment, aluminum and/or steel doors and frames, hardware, drywall, steel studs, carpet, carpet backing, and carpet padding, wood, insulation, cardboard packaging, pallets, windows and glazing materials, all miscellaneous metals (as in steel support frames for filing equipment), and all other finish and construction materials.
- D. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCBs) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with Federal and state laws and requirements concerning hazardous waste.
- E. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.
- F. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the LCO. Records shall include materials recycled or land-filled, quantity, date, and identification of hazardous wastes.

3.06 WOOD PRODUCTS (OCT 2016)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Stewardship Council United States ([HTTPS://US.FSC.ORG/EN-US](https://us.fsc.org/en-us)), or the Sustainable Forestry Initiative ([HTTP://WWW.SFIPROGRAM.ORG/](http://www.sfiprogram.org/)).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at [HTTP://WWW.WOOD-DATABASE.COM/WOOD-ARTICLES/RESTRICTED-AND-ENDANGERED-WOOD-SPECIES/](http://www.wood-database.com/wood-articles/restricted-and-endangered-wood-species/) or <https://www.fws.gov/international/plants/current-cites-listings-of-tree-species.html>.
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

3.07 ADHESIVES AND SEALANTS (OCT 2017)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://sftool.gov/greenprocurement), as well as the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

3.08 BUILDING SHELL REQUIREMENTS (WAREHOUSE) (OCT 2016)

- A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as TIs, Building Specific Amortized Capital, Operating Costs, or other rent components as indicated shall be deemed included in the Shell Rent.
- B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational with an adequate number of fixtures for men and women to meet current local codes based on building occupancy and use. All newly installed Building shell components, including but not limited to, heating and ventilation, electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted buildings where the corridor is common to more than one tenant. In single tenant buildings, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- C. The Building Shell rental rate shall also include, but is not limited to, costs included listed under Section II of GSA Form 1217, Lessor's Annual Cost Statement, including insurance, taxes, lease commission and management, in addition to profit, reserve costs and loan financing for the Building.

3.09 RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (JUN 2012)

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, or other services.
- B. THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE. The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed base building and TI construction. Such review and approval is intended to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this Lease.
- D. Design and construction and performance information is contained throughout several of the documents which comprise this Lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this Lease, special requirements and attachments, price lists, or design intent drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

3.10 QUALITY AND APPEARANCE OF BUILDING (WAREHOUSE) (MAY 2014)

The Building in which the leased Space is located shall be designed, built, and maintained in good condition, suitable for Lessee's use at all times, and in accordance with the requirements of this Lease.

3.11 VESTIBULES (APR 2011)

- A. Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.
- B. The Lessor shall provide permanent entryway systems (such as grilles or grates) to control dirt and particulates from entering the Building at all primary exterior entryways.

3.12 MEANS OF EGRESS (WAREHOUSE) (MAY 2015)

- A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.
- B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.
- C. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)

The general warehouse leased space (Shell Requirement) should be able to meet the NFPA 230 code and the NFPA 30 code for combustibles chemical storage. The NFPA 30 code for combustible chemical storage will be considered an above standard requirement. During construction the more stringent code will apply, please reference the Program of Requirements, Section 5.2.5.4.2 and Appendix B for the Chemical List.

- A. Any portion of the space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system.
- B. The entire warehouse building shall be protected throughout by an automatic fire sprinkler system(s) when the offered space exceeds 10,000 rentable square feet in area.
- C. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 230 and NFPA 30, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.
- D. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 230 and NFPA 30, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

3.14 FIRE ALARM SYSTEM (WAREHOUSE) (MAY 2014)

The general warehouse leased space (Shell Requirement) should be able to meet the NFPA 230 code and the NFPA 30 code for combustibles chemical storage. The NFPA 30 code for combustible chemical storage will be considered an above standard requirement. During construction the more stringent code will apply, please reference the Program of Requirements, Section 5.2.5.4.2 and Appendix B for the Chemical List.

- A. A Building-wide fire alarm system shall be installed when the offered Space exceeds 40,000 square feet of RSF.
- B. The fire alarm system shall be installed in accordance with the requirements of NFPA 230 and NFPA 30, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.
- C. Fire alarm systems shall be maintained in accordance with the requirements of NFPA 230 and NFPA 30, National Fire Alarm and Signaling Code (current as of the Lease Award Date).
- D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.
- E. If the Building's fire alarm control unit is over 25 years old as of the date of award of this Lease, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 230 and NFPA 30, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.
- F. The general warehouse leased space (Shell Requirement) should be able to meet the NFPA 230 code and the NFPA 30 code for combustibles chemical storage. The NFPA 30 code for combustible chemical storage will be considered an above standard requirement. During construction the more stringent code will apply, please reference the Program of Requirements, Section 5.2.5.4.2 and Appendix B for the Chemical List.

3.15 ENERGY INDEPENDENCE AND SECURITY ACT (Nov 2018)

A. Energy-related Requirements: Should the Government desire to seek Energy Star Certification, the Lessor shall cooperate with the Government

1. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").
2. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:
 - a. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or
 - b.
 - (i) Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); and
 - (ii) Obtain and publicly disclose the Building's current ENERGY STAR® score (using EPA's Portfolio Manager tool), unless the Lessor cannot access whole building utility consumption data, or there is no building category within Portfolio Manager to benchmark against, including spaces.
 - I. That are located in States with privacy laws that provide that utilities shall not provide such aggregated information to multitenant building owners; and
 - II. For which tenants do not provide energy consumption information to the commercial building owner in response to a request from the building owner. (A Federal agency that is a tenant of the space shall provide to the building owner, or authorize the owner to obtain from the utility, the energy consumption information of the space for the benchmarking and disclosure required by this subparagraph D).
 - III. That cannot be benchmarked (scored) using EPA's Portfolio Manager tool because of excessive vacancy; in which case Lessor agrees to obtain the score and publicly disclose it within 120 days of the eligibility to obtain a score using the EPA Portfolio Manager tool.

Note: "public disclosure" means posting the Energy Star® score on state or local websites in those areas that have applicable disclosure mandates, and reporting the score to the Government via Portfolio Manager. In the absence of an applicable state or local disclosure mandate, Lessor shall either generate and display the Energy Star® score in a public space at the building location or post the score on Lessor's or Lessor's Parent/Affiliate website.

3. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.
4. If this Lease was awarded to an existing Building that was unable to earn the ENERGY STAR® label for the most recent year (as defined above) during EPA's temporary suspension in the issuance of ENERGY STAR® labels, then the Lessor must earn the ENERGY STAR® label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease), subject to a time extension as described under sub-paragraph A.6 below.
5. The Lessor is encouraged to purchase at least 50 percent of the Government tenant's electricity from renewable sources.
6. Notwithstanding the post-award timeframes specified above for achieving the ENERGY STAR® label, the LCO shall grant an additional time extension to the Lessor in instances where the Lessor is unable to obtain an ENERGY STAR® label due to EPA's review and temporary suspension in certification, provided the Lessor has demonstrated, to the satisfaction of the LCO, that such suspension delayed their ability to obtain the ENERGY STAR® label in a timely manner. Such time extension, which shall be the Lessor's sole remedy, shall not exceed the length of time associated with the EPA suspension for the affected property category.

B. Hydrology-related Requirements: (Not Applicable)

1. Per EISA Section 438, the sponsor of any development or redevelopment project involving a Federal facility with a footprint that exceeds 5,000 square feet shall use site planning, design, construction, and maintenance strategies for the property to maintain or restore, to the maximum extent technically feasible, the predevelopment hydrology of the Property with regard to the temperature, rate, volume, and duration of flow. If the Lessor proposes to satisfy the Government's space requirements through a development or redevelopment project, and the Government will be the sole or predominant tenant such that any other use of the Property will be functionally or quantitatively incidental to the Government's use, the Lessor is required to implement hydrology maintenance and restoration requirements as required by EISA Section 438.

a. For the purposes of applying EISA Section 438 in this lease, "sponsor" shall mean "Lessor", and "exceeds 5,000 square feet" shall mean construction that disturbs 5,000 square feet or more of land area at the Property or on adjoining property to accommodate the Government's requirements, or at the Property for whatever reason. Information regarding implementation of the hydrology maintenance and restoration requirements can be found at: <http://www.epa.gov/greeningepa/technical-guidance-implementing-stormwater-runoff-requirements-federal-projects>

b. Lessor is required to implement these hydrology maintenance and restoration requirements to the maximum extent technically feasible, prior to acceptance of the Space, (or not later than one year after the Lease Award Date or Lease Term Commencement Date, whichever is later, of a succeeding or superseding Lease). Additionally, this Lease requires EISA Section 438 storm water compliance not later than one year from the date of any applicable disturbance (as defined in EISA Section 438) of more than 5,000 square feet of ground area if such disturbance occurs during the term of the Lease if the Government is the sole or predominant tenant. In the event the Lessor is required to comply with EISA Section 438, Lessor shall furnish the Government, prior to the filing for permits for the associated work, with a certification from Lessor's engineer that the design meets the hydrology maintenance and restoration requirements of EISA Section 438.

3.16 ELEVATORS (WAREHOUSE) (MAY 2014) No elevators exist at this facility.

- A. Lessor shall provide suitable passenger elevator and, when required by Government, freight elevator service to any portion of the Premises not having ground level access. Service shall be available during the normal hours of operation specified in this Lease. However, one passenger elevator and, when required by Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, it shall be accessible to the loading areas. When possible, Lessor shall provide Government with 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Lessor shall schedule normal service interruption outside of the Government's normal working hours. Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. Code: Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1/CSA B44, Safety Code for Elevators and Escalators (current as of the Lease Award Date). Elevators shall be provided with Phase I emergency recall operation and Phase II emergency in-car operation in accordance with ASME A17.1/CSA B44. Fire alarm initiating devices (e.g., smoke detectors) used to initiate Phase I emergency recall operation shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (actual date of installation). The elevators shall be inspected and maintained in accordance with the current edition of the ASME A17.2, Inspector's Manual for Elevators. Except for the reference to ASME A17.1 in ABAAS, Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. Safety Systems: Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.
- D. Speed: The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 SF per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. Interior Finishes: Passenger elevator cab walls must present a quality image and be sufficiently durable to withstand heavy use. Materials must be installed on removable panels or other replaceable devices to facilitate maintenance and renewal of finishes and shall be subject to approval by the LCO. Ceilings must be replaceable. In passenger elevators recessed down lights or indirect fixtures should be used. Passenger elevator cab floors shall be approved by the LCO and shall be carpet, wood, or high-quality resilient flooring materials. If carpet, use materials with low pile height and high density, and otherwise conform to the requirements of this lease, including sustainability requirements. Finishes for freight elevators must be very durable and easy to clean. Stainless steel walls and doors are preferred. Flooring must be sheet vinyl or resilient vinyl tile. Ceiling light fixtures must be recessed and protected from possible damage.

3.17 FLAGPOLE (SEP 2013)

If the Government is the sole occupant of the Building, a flagpole shall be provided at a location to be approved by the LCO. The flag of the United States of America will be provided by the Lessor, as part of shell rent and replaced at all times during the Lease term when showing signs of wear.

3.18 DEMOLITION (JUN 2012)

The Lessor shall remove existing abandoned electric, telephone, and data cabling and devices, as well as any other improvements or fixtures in place to accommodate the Government's requirements. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense.

3.19 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.20 EXTERIOR AND COMMON AREA DOORS AND HARDWARE (WAREHOUSE) (MAY 2014)

- A. Exterior Building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to TIs.
- B. Exterior doors shall be weather tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy duty, flush, (1) hollow steel construction, or (2) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically pleasing appearance acceptable to the LCO. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements. Fire door assemblies shall be listed and labeled. Labels on fire door assemblies shall be maintained in a legible condition. Fire door assemblies and their accompanying hardware, including frames and closing devices shall be installed in accordance with the requirements of NFPA 80, Standard for Fire Doors and Other Opening Protectives. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the International Building Code (IBC) as of the Award Date of this Lease.

- C. Exterior doors and all common area doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and restroom doors shall be equipped with kick plates. All doors shall have automatic door closers. All Building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. The Lessor is encouraged to avoid the use of chrome-plated hardware.
- D. There shall be unrestrictive access to a minimum of two remote exits on each floor of the Government's occupancy.
- E. Loading docks shall have a roll-up coiling type door with lock.

3.21 DOORS: IDENTIFICATION (APR 2011)

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

3.22 WINDOWS (APR 2011)

- A. Office Space shall have windows in each exterior bay unless waived by the LCO.
- B. All windows shall be weather tight. Operable windows that open shall be equipped with locks. Off-street, ground-level windows and those accessible from adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device.

3.23 PARTITIONS: GENERAL (APR 2015)

Partitions in public areas shall be drywall covered with durable wall covering or high performance coating, or equivalent pre-approved by the LCO. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.24 PARTITIONS: PERMANENT (APR 2015)

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Space, stairs, corridors, elevator shafts, restrooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the Building is located (such as the International Building Code, etc.) current as of the Lease Award Date. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

3.25 INSULATION: THERMAL, ACOUSTIC, AND HVAC (SEP 2013)

- A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.
- B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFCs), nor shall CFCs be used in the installation of the product.
- C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.
- D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.
- E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.
- F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the Lease Award Date) adopted by the jurisdiction in which the Building is located.

3.26 WALL FINISHES—SHELL (JUN 2012)

- A. Prior to occupancy, all restrooms within the building common areas of government-occupied floors shall have 1) ceramic tile, recycled glass tile, or comparable wainscot from the finished floor to a minimum height of 4'-6" and 2) semigloss paint on remaining wall areas, or other finish approved by the government.
- B. All elevator areas that access the Space and hallways accessing the Space shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint, or an equivalent.

3.27 PAINTING—SHELL (OCT 2017)

- A. The Lessor shall bear the expense for all painting associated with the Building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Space shall be spackled and prime painted with a primer that meets or is equivalent to the Green Seal GS-11 standard. If any Building shell areas are already painted prior to TIs, the Lessor shall repaint, at the Lessor's expense, as necessary, during TIs.
- B. The costs for cyclical painting requirements as outlined in Section 6 shall be included in the shell rent.

3.28 FLOORS AND FLOOR LOAD—SHELL (WAREHOUSE) (APR 2015)

- A. All adjoining floor areas shall be of a common level, and meet ASTM Standard E1155, with a minimum levelness of **Ff35** and **FL25**. Warehouse areas shall have a minimum live load capacity of **[200]** pounds per square foot. The Government shall require Lessor to provide written certification of the floor load capacity, at no cost to the Government, by a registered Professional Engineer. The Government may also require calculations and structural drawings at no cost to the Government, by a registered Professional Engineer.
- B. Warehouse floor surfacing shall have the appropriate surface performance for the operations being performed as outlined in the following table and as verified with in situ testing. Existing Warehouse floor surfacing shall meet Class 2 surface performance at the Lessor's expense.
- C. The appropriate surface performance shall be maintained throughout the life of the lease term. Periodic in situ testing shall be performed at a frequency appropriate for the expected useful life of the floor attribute required to be maintained:

	DUTY	APPLICATION	PERFORMANCE
a. Special	Unique requirements	One or more of the following attributes 1. Very heavy-duty operational or equipment traffic 2. Unique surface reflectance criteria 3. Anti slip/ anti skid 4. Chemical resistance 5. Anti static 6. Critical free movement floor 7. Critical defined movement floor 8. Critical dust control 9. Joint free	In addition to the Class 1-3 below Note: should one or more of the application attributes be critical for the performance of the required operation seek specialized help in tailoring the appropriate requirements)
b. Class 1	Very High Abrasion, steel wheel traffic and impact	Heavy-duty duty impact from pallets/ skid steer forks	<.1mm abrasion resistance Maintenance free joints
c. Class 2	High-abrasion steel wheel or hard wheel traffic	Medium—	<.3 mm abrasion resistance Maintenance free joints
d. Class 3	light abrasion— rubber tire and foot traffic	Light-duty	Dust free finish

- b. Floor Hardeners, or coatings shall be utilized to achieve the wear performance for the appropriate duty class required in the above table. Coatings, such as polyurethanes membranes are only acceptable for class 3. Should hardeners be required then nano-lithium silicates or other environmentally friendly practices must be employed.
- c. In situ abrasion resistance required of class 2 or 3 shall be determined in accordance with BS EN 13892-4: 2002
- D. For new lease construction projects, concrete material must have recycled content in the form of at least 25% fly ash or at least 15% ground granulated blast-furnace (GGBF) slag.

3.29 FLOOR COVERING AND PERIMETERS—SHELL (WAREHOUSE) (MAY 2014)

- A. Exposed interior floors in primary entrances and lobbies shall be concrete. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, or terrazzo. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble, or carpet base.
- B. Unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all restroom and service areas of Government-occupied floors.
- C. Any alternate flooring must be pre-approved by the LCO
- D. The costs for cyclical carpet replacement requirements as outlined in Section 6 shall be included in the shell rent.

3.30 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in the office Space.

3.31 BUILDING SYSTEMS (APR 2011)

The Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the Building and its systems as designed and constructed will satisfy the requirements of this Lease.

(b) (6)

3.32 ELECTRICAL—SHELL (WAREHOUSE) (MAY 2014)

- A. The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. The electrical panel supplying electrical service to the warehouse Space shall be located in an enclosed room. The enclosed room should only contain electrical infrastructure and not used for any other purpose. The enclosure must be located within the warehouse Space to be leased and not serve other non-leased facilities. The enclosure shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. The electrical distribution panels enclosed in the electrical room shall include both 277/480 volt 3-phase and 120/208 volt 3 phase.

A minimum of 150 amps at 240/120 volts per 4,000 rentable square feet of leased Space inclusive of lighting circuits (but assuming no air conditioning mechanical load) shall be provided to circuit breaker panel boxes in the Space. All switchgear, fuses, and circuit breakers shall be plainly marked or labeled to identify circuits and/or equipment supplied through them. All office Space shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available. In no event shall such power distribution (not including lighting and HVAC) for the office Space fall below 4 watts per ABOA SF of Office area. Lessor must provide one watt per ABOA SF for electrical power distribution for warehouse areas.

- B. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads and 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs and 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.
- C. Convenience outlets shall be installed in accordance with NFPA Standard 70, National Electrical Code, or local code, whichever is more stringent. The Lessor shall provide duplex utility outlets in restrooms, corridors, and dispensing areas.

3.33 ADDITIONAL ELECTRICAL CONTROLS (JUN 2012)

If the government pays separately for electricity, no more than 500 sf of office space may be controlled by one switch or automatic light control for all office space on the government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the LCO.

3.34 PLUMBING (JUN 2012)

The Lessor shall include the cost of plumbing in common areas. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for TIs, shall be included in the shell rent.

3.35 DRINKING FOUNTAINS (WAREHOUSE) (OCT 2016)

Lessor shall provide at least one chilled water fountain for the Premises. If more than one fountain is required by local building codes based on general warehouse use of the premises, they also shall be provided by Lessor as part of the shell rental. The fountains shall comply with Section F211 of the Architectural Barriers Act Accessibility Standard. Potable is defined as water meeting current EPA primary drinking water standards or more stringent, applicable state or local regulations. Municipal or public water systems are required to meet this same standard. The Lessor shall serve as first responder to any occupant complaints about drinking water. The Lessor shall promptly investigate any such complaints and implement the necessary controls to address the complaints and maintain potable water conditions.

3.36 RESTROOMS (WAREHOUSE) (OCT 2016)

- A. For Warehouse Area, Lessor shall provide at its cost, restroom facilities which are handicap accessible, with an adequate number of fixtures for men and women to meet current local codes based on general warehousing use.
- B. For Office Area within the Warehouse Building, if this Lease is satisfied by new construction or major alterations, Lessor shall provide water closets, sinks and urinals on each floor that is partially or fully occupied by the government per the following schedule. The schedule is per floor and based on a density of one person for each 135 ABOA SF, allocated as 50% women and 50% men. If major alterations to the restrooms occur during the term of this Lease, the number of fixtures then must meet the schedule as part of the major alterations.

ESTIMATED NUMBER OF EACH GENDER PER FLOOR			(WOMEN'S) WATER CLOSETS	(WOMEN'S) SINKS	(MEN'S) WATER CLOSETS	(MEN'S) URINALS	(MEN'S) SINKS
1	to	8	2	1	1	1	1
9	to	24	3	2	2	1	1
25	to	36	3	2	2	1	2
37	to	56	5	3	3	2	2
57	to	75	6	4	4	2	2
76	to	96	6	5	4	2	3
97	to	119	7	5	5	2	3
120	to	134	9	5	6	3	4
Above 135			3/40	1/24	1/20	1/40	1/30

- C- If no new construction or major renovation of a restroom is occurring, compliance with local code is sufficient. Separate restroom facilities for men and women shall be provided in accordance with local code or ordinances, on each floor occupied by the Government in the Building. The facilities shall be located so that employees will not be required to travel more than 200 feet on one floor to reach the restrooms.

Each restroom shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

- D- Each main restroom shall contain the following:

1. A mirror and shelf above the lavatory.
2. A toilet paper dispenser in each water closet stall that will hold at least two rolls and allow easy, unrestricted dispensing.
3. A coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories.
4. At least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories.
5. A coin-operated sanitary napkin dispenser in women's restrooms with a waste receptacle in each water closet stall.
6. A disposable toilet seat cover dispenser.
7. A counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground-fault interrupter-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
8. A floor drain.
9. For new installations and major renovations, restroom partitions shall be made from recovered materials as listed in EPA's CPG.
10. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour. The exhaust fan systems shall be provided with a 24/7 seven day clock to allow programming.

3.37 PLUMBING FIXTURES: WATER CONSERVATION (OCT 2016)

The specifications listed under sub-paragraphs A through C apply for:

1. New installations of plumbing fixtures,
2. Replacement of existing plumbing fixtures, or
3. Existing non-conforming fixtures where the Government occupies the full floor.

- A. Water closets must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized.
- B. Urinals must conform to EPA WaterSense or fixtures with equivalent flush volumes must be utilized. Waterless urinals are acceptable.
- C. Faucets must conform to EPA WaterSense or fixtures with equivalent flow rates must be utilized.

Information on EPA WaterSense fixtures can be found at [HTTPS://WWW3.EPA.GOV/WATERSENSE/](https://www3.epa.gov/watersense/).

3.38 JANITOR CLOSETS (JUN 2012)

- A. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.
- B. When not addressed by local code, Lessor shall provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.

3.39 HEATING AND VENTILATION—SHELL (WAREHOUSE) (OCT 2016)

- A. Warehouse areas: Temperature control for all warehouse areas shall be provided by ceiling mounted heating equipment capable of maintaining a minimum temperature of 55 degrees Fahrenheit (with all doors closed) throughout the warehouse area during the heating season regardless of the outside temperature. Unit heaters shall be controlled by individual thermostats mounted in the area of the unit heaters, or controlled from a central master time clock of the 7-day type with a separate manual override switch (12 hours) or other automatic means to permit setback of temperature at night and on weekends. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative. Central air rotation units will be acceptable if loading dock areas are equipped with unit heaters for direct heating over doors. In the warehouse area, unit heaters shall be mounted tight to the ceiling for maximum headroom. Lessor shall provide ventilation/air circulation in accordance with [the latest version of ASHRAE 62.1].
- B. Office Areas: Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all Building common areas. The Lessor shall provide conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ABOA SF and systems shall be designed with sufficient systems capacity to meet all requirements in this Lease.
- C. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
- D. Equipment Performance. Temperature control for office Spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain Space temperature control over a range of internal load fluctuations of plus 0.5 W/SF to minus 1.5 W/SF from initial design requirements of the tenant.
- E. Ductwork Re-use and Cleaning. Any ductwork to be reused and/or to remain in place shall be cleaned, pressure tested, and demonstrated

(b) (6)

to be clean in accordance with the standards set forth by NADCA. Pressure testing shall occur at the completion of the demolition phase of construction and test results shall be submitted to the Government for review and approval. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.

- F. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of the American National Standards Institute, American Society of Heating, Refrigeration and Air-Conditioning Engineers (ANSI/ASHRAE) Standard 62.1, Ventilation for Acceptable Indoor Air Quality.
- G. Heating and air-conditioning air distribution systems (air handling units, VAV boxes, fan coil units, etc.) for the Space shall be equipped with particulate matter air filters that meet the Minimum Efficiency Reporting Value (MERV) specified in the current edition of ANSI/ASHRAE Standard 62.1. Locations that do not meet the EPA National Ambient Air Quality Standards (NAAQS) for particulates (PM 10 or PM 2.5) must be equipped with additional filtration on outdoor air intakes as required in ANSI/ASHRAE Standard 62.1. NAAQS information can be found at [HTTPS://WWW.EPA.GOV/GREEN-BOOK](https://www.epa.gov/green-book).
- H. Restrooms shall be properly exhausted, with a minimum of 10 air changes per hour.
- I. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - 1. An automatic air or water economizer cycle shall be provided to all air handling equipment, and
 - 2. The Building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.
- J. Warehouse and Office areas: HVAC systems must conform to the locally approved building code.

3.40 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

- A. Sufficient space shall be provided on the floor(s) where the Government occupies Space for the purposes of terminating telecommunications service into the Building. The Building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switch rooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch. The telephone closets shall include a telephone backboard.
- B. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - 1. TIA/EIA-568, Commercial Building Telecommunications Cabling Standard,
 - 2. TIA/EIA 569, Commercial Building Standard for Telecommunications Pathways and Spaces,
 - 3. TIA/EIA-570, Residential and Light Commercial Telecommunications Wiring Standard, and
 - 4. TIA/EIA-607, Commercial Building Grounding and Bonding Requirements for Telecommunications Standard.
- C. Telecommunications switch rooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, National Electrical Code, and other applicable NFPA standards and/or local code requirements.

3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)

- A. The Government may elect to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the Space. The Government may contract with one or more parties to have INS wiring (or other transmission medium) and telecommunications equipment installed.
- B. The Lessor shall allow the Government's designated telecommunications provider's access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.
- C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Access from the antennas to the Premises shall be provided.
- D. The Lessor shall allow the Government's designated telecommunications providers to affix antennas and transmission devices throughout the Space and in appropriate common areas frequented by the Government's employees to allow the use of cellular telephones and communications devices necessary to conduct business.
- E. The Government's right to affix security, communications equipment, and antennae or similar equipment to the rood, parapet or building envelope shall be at no additional cost but shall be subject to space availability, code compliance, governmental approvals, screening and aesthetic requirements and the right of other tenants (if any), and shall not interfere with the building systems or warranties." The Government shall also be required to notify the landlord prior to any work completed on the roof. All work must comply with conditions set forth in the manufacturer's warranty."

(b) (6)

3.42 LIGHTING: INTERIOR AND PARKING—SHELL (WAREHOUSE) (OCT 2016)

Warehouse/Storage Space & Overall:

- A. Lessor shall provide a minimum lighting level of 10 foot-candles, as measured 30 inches above the floor, in aisles and open storage areas in the warehouse Space with the storage racks full. Lessor shall provide a minimum lighting level in the shipping and receiving areas of 30 foot-candles, when measured 30 inches above the floor. Lessor must provide lighting that is equivalent to the energy efficiency requirements in any office areas. Lessor shall provide, as part of Shell Rent, 10 average foot-candles in all non-office areas within the Premises with a uniformity ratio of 4:1. Emergency egress lighting levels shall be provided as part of Shell Rent in accordance with the local applicable building codes (but not less than 1 foot-candle) by either an onsite emergency generator or fixture mounted battery packs.
- B. Occupancy Sensors: The Lessor shall provide ceiling mount occupancy sensors (over aisles and open areas), or scheduling controls through a building automation system (BAS) throughout the storage portion of the Space in order to reduce the hours that the lights are on when a particular area is unoccupied. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.
- C. Building Perimeter:
1. Exterior parking areas, vehicle driveways, pedestrian walks, and the Building perimeter lighting levels, (especially at loading dock doors), shall be designed per Illuminating Engineering Society (IES) standards. Provide 5 foot-candles for doorway areas, 3 foot-candles for transition areas and at least 1 foot-candle at the surface throughout the parking lot. Parking lot fixtures shall provide a maximum to minimum uniformity ratio of 15:1 and a maximum to average uniformity ratio of 4:1. Sodium vapor lighting fixtures are prohibited.
 2. If the leased space is 100 percent occupied by Government tenants, all exterior parking lot fixtures shall be "Dark Sky" compliant with no property line trespass. See [HTTP://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF](http://DARKSKYSOCIETY.ORG/HANDOUTS/LIGHTINGPLANGUIDELINES.PDF).
- D. Parking Structures: The minimum illuminance level for parking structures is 1 foot-candle as measured on the floor with a uniformity ratio of 10:1. Sodium vapor lighting fixtures are prohibited.
- E. Parking Sensors: If the leased space is 100 percent occupied by Government tenants, exterior parking area and parking structure lighting shall be sensor or BAS controlled in order that it may be programmed to produce reduced lighting levels during non use. This non-use time period will normally be from 11:00 pm to 6:00 am.
- F. Exterior Power Backup: Exterior egress, walkway, parking lot, and parking structure lighting must have emergency power backup to provide for safe evacuation of the Building.

3.43 ACOUSTICAL REQUIREMENTS (JUN 2012)

- A. Reverberation Control. Private office and conference rooms using suspended acoustical ceilings shall have a noise reduction coefficient (NRC) of not less than 0.65 in accordance with ASTM C-423. Open office using suspended acoustical ceilings shall have a NRC of not less than 0.75. Private offices, conference rooms, and open offices using acoustical cloud or acoustical wall panels with a minimum of 70% coverage shall have a NRC of not less than 0.85.
- B. Ambient Noise Control. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE Handbook of Fundamentals in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
- C. Noise Isolation. Rooms separated from adjacent spaces by ceiling high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
- Conference rooms: NIC 40
Offices: NIC 35
- D. Testing. The LCO may require, at Lessor's expense, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

3.44 ENERGY EFFICIENCY AND CONSERVATION FOR NEW CONSTRUCTION (SEP 2010) INTENTIONALLY DELETED.

3.45 SECURITY FOR NEW CONSTRUCTION (NOV 2006) INTENTIONALLY DELETED

3.46 SEISMIC SAFETY FOR NEW CONSTRUCTION (SEP 2012) INTENTIONALLY DELETED

3.47 FIRE PROTECTION FOR NEW CONSTRUCTION (WAREHOUSE) (MAY 2015) INTENTIONALLY DELETED

3.48 INDOOR AIR QUALITY DURING CONSTRUCTION (OCT 2017)

- A. The Lessor shall provide to the Government safety data sheets (SDS) or other appropriate documents upon request, but prior to installation or use for the following products, including but not limited to, adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.

- B. The LCO may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOCs) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- D. Where demolition or construction work occurs adjacent to occupied Space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- E. HVAC during Construction: If air handlers are used during construction, the Lessor shall provide filtration media with a MERV of 8 at each return air grill, as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
1. A complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 2. No permanent diffusers are used;
 3. No plenum type return air system is employed;
 4. The HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and following the Building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
- F. Flush-Out Procedure:
1. HVAC flush-out shall commence after construction ends and the Building has been completely cleaned. All interior finishes, such as millwork, doors, paint, carpet, acoustic tiles, and movable furnishings (e.g., workstations, partitions), must be installed, and major VOC punch list items must be finished.
 2. Prior to occupancy, Lessor shall install new filtration media and perform a building flush-out by supplying a total air volume of 14,000 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%.
 3. If the LCO determines that occupancy is required before flush-out can be completed, the Space may be occupied only after delivery of a minimum of 3,500 cubic feet of outdoor air per square foot of gross floor area while maintaining an internal temperature of at least 60°F (15°C) and no higher than 80°F (27°C) and relative humidity no higher than 60%. Once the Space is occupied, it must be ventilated at a minimum rate of 0.30 cubic foot per minute (cfm) per square foot of outdoor air or greater. During each day of the flush-out period, ventilation must begin at least three hours before occupancy and continue during occupancy. These conditions must be maintained until a total of 14,000 cubic feet per square foot of outdoor air (4 270 liters of outdoor air per square meter) has been delivered to the space.

3.49 SYSTEMS COMMISSIONING (APR 2011)

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with TIs or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

3.50 LOADING DOCKS—SHELL (WAREHOUSE) (MAY 2014)

- A. Lessor shall provide a minimum of (9) loading dock(s) for the exclusive use of the Government. Up to an additional (9) loading docks can be added to the leased space at the sole cost and expense of the Government.
- B. Lessor shall equip each dock with two molded rubber bumpers (at least 6 inches by 12 inches by 14 inches) and heavy-duty bump blocks (the dock must be fully protected with edge guards and dock bumpers). Lessor shall equip each dock with exterior dock seals to prevent the exchange of air from indoors to outdoors and vice versa when the trailer docked for loading or unloading. The entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.
- C. Dock-high doors shall be a minimum of 8' wide by 10' high and shall be approximately 48" above finished exterior grade unless otherwise specified in the Agency Special Requirements. Doors shall be insulated (R8 or better) with 2" angled, metal track and manual push-up. Door shall be spring loaded to assist opening and to safe return to the closed position. Weather-tight seals shall be provided around all 4 sides of the doors.
- D. Drive-in doors shall be a minimum of 12' wide by 16' high unless otherwise specified in the Agency Special Requirements. The slope of the ramp shall not exceed 8.3% or by local code, whichever is more stringent. Doors shall be insulated (R8 or better) with 2" angled, metal track with chain hoist for opening and closing. Weather-tight seals shall be provided around all 4 sides of the doors.
- E. Lessor shall equip each dock with **hydraulic dock levelers**. If exterior to the building, the entire loading dock bay shall be enclosed unless otherwise specified by Lessee. Any open loading docks must be covered at least 1,200 mm (4 feet) beyond the edge of the loading dock platform over the loading berth. Lessor shall provide a means to reduce the infiltration of outside debris into the building at the entrances and exits at loading docks and service entrances.

(b) (6)

- F. Lessor shall provide sufficient ventilation to remove carbon monoxide even when doors and windows are shut. Ventilation air intakes must be at least 25 feet away from loading docks, garage entries, and similar carbon monoxide contamination points. Docks shall be separated by at least 50 feet in any direction from utility rooms, utility mains, and service entrances, including electrical, telephone/data, fire detection/alarm systems, fire suppression water mains, cooling and heating mains, etc. All regular and emergency fuel storage locations shall be located away from loading docks.
- G. All dock wells shall be level throughout. Each dock shall have roll-up, coiling type industrial steel warehouse & dock door with lock. The loading dock area shall be nearly flat with a 1:50 slope for drainage. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). When a steeper slope is required in the apron area, the headroom must increase with a gradient allowance to permit trucks to traverse the grade change. If the approach to the loading dock is ramped, the design must permit easy snow removal.
- H. Lessor shall equip each loading dock with adjustable lights capable of illuminating the truck or van interior. Each dock shall have either a trailer lock or wheel chocks chained to the platforms. Where specified by Government on **Exhibit A (Floor Plans)**, the Lessor shall provide a ramp from the loading dock down to the vehicle parking area to facilitate deliveries from small trucks and vans. This ramp must have a maximum 8.3% slope. Public and loading dock access must not be from the same point of access (at least one personnel door shall be provided in addition to overhead doors).
- I. All docks shall provide shelter to people and materials in inclement weather. Operating controls for individual dock doors, dock levelers and lights shall be located on the interior wall adjacent to each dock door.
- J. Service dock access may be from an alley, from a below grade ramp, or from a site circulation drive. Lessor shall provide sufficient space for an 18 wheeler truck to maneuver and service the facility, and also to screen the service drive as much as possible. At a minimum, Lessor shall provide a truck turning radius of 55 foot sized for tractor trailer trucks for all loading docks. The service drive must always be separated from access to the parking area. One-way design for service traffic is preferred in order to avoid the need for large turning areas. The service area of the facility must not interfere with public access roadways.
- K. Lessor shall provide at least one off-street berth for loading and unloading. Loading berths must be located adjacent to the loading dock areas. Unless otherwise specified by local zoning regulations, a single berth must be a minimum of 4,600 mm (15 feet) wide and sized for the longest vehicle servicing the building as determined by Lessee. Additional loading berths do not need to be wider than 3,600 mm (12 feet) if they are contiguous with another loading berth. Lessor shall provide an apron space in front of the loading berth for vehicle maneuvering equal to the length of the berth plus 600 mm (2 feet). The apron must be relatively flat and have positive drainage with a minimum slope of 2%. The minimum headroom in the loading berth and apron space is 4,600 mm (15 feet). If programming forces a steeper slope in the apron area, the headroom should increase with a gradient allowance to allow trucks to traverse the grade change.
- L. Loading dock areas must be separated and visually screened (wherever practical) from the main public building entrance(s). Lessor shall provide an internal staging area adjacent to the loading dock. The staging area must not interfere with emergency egress from the building. Loading docks must have a direct route to freight elevators (if any) and be sized to accommodate the transport of supplies, equipment replacement parts, and building goods. If provided for, a dock manager's room must have visual control of the entire dock area as well as the building entrance and exit. Service circulation must be separated from public areas such as lobbies, corridors, and elevators. Loading dock stairs must be on the driver's left when backing into the dock. The grade of the apron must slope away from the loading dock and shall not exceed an 8.3% slope, or by local code whichever is more stringent.
- M. This paragraph is intentionally deleted.

3.51 EMERGENCY POWER TO CRITICAL SYSTEMS (WAREHOUSE) (MAY 2014)

Emergency power backup is required for all alarm systems, CCTV monitoring devices, fire alarm systems, entry control devices, lighting, etc., and special equipment, as identified elsewhere within this Lease. Costs for emergency power to critical systems that are security requirements should be allocated to the BSAC cost component.

3.52 MECHANICAL AREAS AND BUILDING ROOFS (WAREHOUSE) (MAY 2014)

Roof access shall meet the applicable egress requirements in the National Fire Protection Association (NFPA) 101, Life Safety Code or IBC (current as of the Award Date of this Lease).

3.53 DUE DILIGENCE AND NATIONAL ENVIRONMENTAL POLICY ACT REQUIREMENTS – LEASE (SEP 2014)

A. Environmental Due Diligence

Lessor is responsible for performing all necessary "response" actions (as that term is defined at 42 U.S.C. § 9601(25) of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)) with regard to all "recognized environmental conditions," as that term is defined in ASTM Standard E1527-13, as such standard may be revised from time to time. This obligation extends to any contamination of the Property where such contamination is not attributable to the Government. Lessor must provide the Government with a summary report demonstrating completion of all required response actions prior to Substantial Completion. Any remediation performed by or on behalf of Lessor must be undertaken in strict compliance with all applicable federal, state and local laws and regulations.

B. National Environmental Policy Act

The National Environmental Policy Act regulations provide for analyzing proposed major federal actions to determine if there are ways to mitigate the impact of the proposed actions to avoid, minimize, rectify, reduce, or compensate for environmental impacts associated with such actions. Where the

(b) (6)

Government has determined that any or all of these mitigation measures should be or must be adopted to lessen the impact of these proposed actions, Lessor must incorporate all mitigation measures identified and adopted by the Government in the design and construction drawings and specifications. All costs and expenses for development of design alternatives, mitigation measures and review submittals for work to be performed under the Lease are the sole responsibility of Lessor.

3.54 NATIONAL HISTORIC PRESERVATION ACT REQUIREMENTS - LEASE (SEP 2014)

- A. Where a Memorandum of Agreement or other pre-award agreement concluding the Section 106 consultation includes mitigation, design review or other continuing responsibilities of the Government, Lessor must allow the Government access to the Property to carry out compliance activities. Compliance may require excavation for artifact recovery, recordation and interpretation. For Tenant Improvements and other tenant-driven alterations within an existing historic building, new construction or exterior alterations that could affect historic properties, compliance also may require on-going design review. In these instances, Lessor will be required to retain, at its sole cost and expense, the services of a preservation architect who meets or exceeds the *Secretary of the Interior's Professional Qualifications Standards for Historic Architecture*, as amended and annotated and previously published in the Code of Federal Regulations, 36 C.F.R. part 61, and the GSA *Qualifications Standards for Preservation Architects*. These standards are available at: [HTTP://WWW.GSA.GOV/HISTORICPRESERVATION](http://www.gsa.gov/historicpreservation)>Project Management Tools> Qualification Requirements for Preservation Architects. The preservation architect will be responsible for developing preservation design solutions and project documentation required for review by the Government, the State Historic Preservation Officer (SHPO), the Tribal Historic Preservation Officer (THPO), if applicable, and other consulting parties in accordance with Section 106. For Tenant Improvements and other tenant-driven alterations within an existing historic building, the preservation architect must develop context-sensitive design options consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. Where new construction or exterior alterations, or both, are located within a historic district, may be visible from historic properties or may affect archeological resources, compliance may require tailoring the design of the improvements to be compatible with the surrounding area. Design review may require multiple revised submissions, depending on the complexity of the project and potential for adverse effects to historic properties. GSA is responsible for corresponding with the SHPO, the THPO, if applicable, and any other consulting party.
- B. Compliance requirements under Section 106 apply to all historic property alterations and new construction, regardless of the magnitude, complexity or cost of the proposed scope of work.
- C. The costs for development of design alternatives and review submittals for work required under the Lease are the sole responsibility of Lessor. In addition, building shell costs relating to such design alternatives are the sole responsibility of Lessor and must be included in the shell rent. Such costs may be offset by federal, state or local preservation tax benefits. Lessor is encouraged to seek independent financial and legal advice concerning the availability of these tax benefits.

SECTION 4 DESIGN, CONSTRUCTION, AND POST AWARD ACTIVITIES

4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (OCT 2017)

Design and construction activities for the Space shall commence upon Lease award. The Lessor shall schedule the following activities to achieve timely completion of the work required by this Lease:

- A. DIDs. Based on the Lease and the attached POR, the Lessor shall prepare the DIDs. For the purposes of this Lease, DIDs are defined as layout line drawings of the leased Space, reflecting all Lease requirements, showing partitions and doors; schematic demolition; voice, data, and electrical outlet locations; finishes; generic furniture layout, and any additional details necessary to communicate the design intent to the lessor's architect for the purpose of preparing the construction documents (CDs). A full DID set must include the following elements:
1. Cover Sheet ;
 2. Demolition Plan (if applicable);
 3. Construction (Partition) Plan;
 4. Power/Communication (Electrical) Plan;
 5. Furniture Plan;
 6. Finish Plan;
 7. Racking System Plan; and
 8. The exits and fire department access doors in place or any proposed exits, aisles, and fire department access doors..
- B. Lessor-Provided DIDs: The Lessor must submit to GSA, as part of the shell cost (to be funded from the Supplemental Allowance), complete DIDs conforming to the requirements of this Lease and other Government-supplied information related to the tenant agency's interior build-out requirements not later than 30-Working Days following the Lease Award Date, provided that the Government supplies such information and direction as reasonably required for Lessor to timely complete DIDs. The Government (GSA and the tenant agency) shall attend two meetings at the Lessor's request for the purpose of providing information and direction in the development of DIDs. The Lessor should anticipate at least two submissions of DIDs before receiving approval. At the sole discretion of the Government, the Lessor may be required to submit a budget proposal based on the TIs and associated work as shown on the DIDs. This budget proposal shall be completed, as part of the shell cost, within 10-Working Days of the Government's request.
- C. Government review and approval of Lessor-provided DIDs: The Government must notify the Lessor of DID approval not later than 10-Working Days following submission of DIDs conforming to the requirements of this Lease as supplied by the Government. Should the DIDs not conform to these requirements, the Government must notify the Lessor of such non-conformances within the same period; however, the Lessor shall be responsible for any delay to approval of DIDs occasioned by such non-conformance. The Government's review and approval of the DIDs is limited to conformance to the specific requirements of the Lease as they apply to the Space.
- D. The Lessor's preparation and submission of construction documents (CDs): The Lessor as part of the TI must complete CDs conforming to the approved DIDs not later than 30-Working Days following the approval of DIDs. The pricing for this work is included under the A/E fees established under Section 1 of the Lease. If during the preparation of CDs the Lessor becomes aware that any material requirement indicated in the approved DIDs cannot be reasonably achieved, the Lessor shall promptly notify GSA, and shall not proceed with completion of CDs until direction is received from the LCO. The LCO shall provide direction within 10- Working Days of such notice, but the Government shall not be responsible for delays to completion of CDs occasioned by such circumstances. For the purpose of this paragraph, a "material requirement" shall mean any requirement necessary for the Government's intended use of the Space as provided for in, or reasonably inferable from, the Lease and the approved DIDs (e.g., number of workstations and required adjacencies).
- E. Government review of CDs: The Government shall have 10-Working Days to review CDs before Lessor proceeds to prepare a TI price proposal for the work described in the CDs. At any time during this period of review, the Government shall have the right to require the Lessor to modify the CDs to enforce conformance to Lease requirements and the approved DIDs.
- F. The Lessor's preparation and submission of the TI price proposal: The Lessor shall prepare and submit a complete TI price proposal in accordance with this Lease within 10-Working Days following the end of the Government CD review period.
- G. The Lessor's preparation and submission of the BSAC price proposal: The Lessor shall prepare and submit a complete BSAC price proposal in accordance with this Lease within 10-Working Days following the end of the Government CD review period or as otherwise negotiated by the parties.
- H. Negotiation of TI and BSAC price proposals and issuance of notice to proceed (NTP): The Government shall issue NTP within 10-Working Days following the submission of the TI and BSAC price proposals, or as otherwise negotiated by the parties., provided that both the TI and BSAC price proposals conform to the requirements of the paragraphs titled "Tenant Improvements Price Proposal" and "Building Specific Amortized Capital Price Proposal" and the parties negotiate a fair and reasonable price for TIs.
- I. Construction of TIs and completion of other required construction work: The Lessor shall complete all work required to prepare the Premises as required in this Lease ready for use not later than 65-Working Days following issuance of NTP or as otherwise negotiated by the parties..

(b) (6)

4.02 CONSTRUCTION DOCUMENTS (SEP 2012)

The Lessor's CDs shall include all mechanical, electrical, plumbing, fire protection, life safety, lighting, structural, security, and architectural improvements scheduled for inclusion into the Space. CDs shall be annotated with all applicable specifications. CDs shall also clearly identify TIs already in place and the work to be done by the Lessor or others. Notwithstanding the Government's review of the CDs, the Lessor is solely responsible and liable for their technical accuracy and compliance with all applicable Lease requirements.

4.03 TENANT IMPROVEMENTS PRICE PROPOSAL (SEP 2013)

The Lessor's TI price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals (as described in the "Tenant Improvements Pricing Requirements" paragraph) obtained from entities not affiliated with the Lessor. Any work shown on the CDs that is required to be included in the Building shell rent or already priced as BSAC shall be clearly identified and excluded from the TI price proposal. After negotiation and acceptance of the TI price, GSA shall issue a NTP to the Lessor.

4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) (NOT APPLICABLE)

The Lessor's BSAC price proposal shall be supported by sufficient cost or pricing data to enable the Government to evaluate the reasonableness of the proposal, or documentation that the Proposal is based upon competitive proposals. The pricing requirements described in the "Tenant Improvements Pricing Requirements" paragraph shall apply to BSAC pricing, except that pricing shall be submitted using the Security Unit Price List (SecUP) (Security Unit Price List does not apply).

4.05 TENANT IMPROVEMENTS PRICING REQUIREMENTS (SEP 2013)

- A. Under the provisions of FAR Subpart 15.4, the Lessor shall submit a TI price proposal with information that is adequate for the Government to evaluate the reasonableness of the price or determining cost realism for the TIs within the time frame specified in this section. The TI price proposal shall use the fee rates specified in the "Tenant Improvement Fee Schedule" paragraph of this Lease. The Lessor shall exclude from the TI price proposal all costs for fixtures and/or other TIs already in place, provided the Government has accepted same. However, the Lessor will be reimbursed for costs to repair or improve the fixture(s) and/or any other improvements already in place. The Lessor must provide certified cost or pricing data for TI proposals exceeding the threshold in FAR 15.403-4, to establish a fair and reasonable price. For TI proposals that do not exceed the threshold in FAR 15.403-4, the Lessor shall submit adequate documentation to support the reasonableness of the price proposal as determined by the LCO.
- B. The TIs scope of work includes the Lease, the DIDs, the CDs, and written specifications. In cases of discrepancies, the Lessor shall immediately notify the LCO for resolution. All differences will be resolved by the LCO in accordance with the terms and conditions of the Lease.
- C. In lieu of requiring the submission of detailed cost or pricing data as described above, the Government (in accordance with FAR 15.403) is willing to negotiate a price based upon the results of a competitive proposal process. A minimum of four qualified General Contractors (GCs) shall be invited by the Lessor to participate in the competitive proposal process. Each participant shall compete independently in the process. In the absence of sufficient competition from the GCs, a minimum of four qualified subcontractors from each trade of the Tenant Improvement Cost Summary (TICS) Table (described below) shall be invited to participate in the competitive proposal process.
- D. Each TI proposal shall be (1) submitted by the proposed General Contractors (or subcontractors) using the TICS Table in CSI Master Format; (2) reviewed by the Lessor prior to submission to the Government to ensure compliance with the scope of work (specified above) and the proper allocation of shell and TI costs; and (3) reviewed by the Government. General Contractors shall submit the supporting bids from the major subcontractors along with additional backup to the TICS Table in a format acceptable to the Government. Backup will follow the TICS table Master Format cost elements and be to level 5 as described in P-120, Project Estimating Requirements for the Public Buildings Service.
- E. Unless specifically designated in this Lease as a TI or BSAC cost, all construction costs shall be deemed to be included in the Shell Rent. Any costs in the GC's proposal for Building shell items shall be clearly identified on the TICS Table separately from the TI costs.
- F. The Government reserves the right to determine if bids meet the scope of work, that the price is reasonable, and that the Lessor's proposed contractors are qualified to perform the work. The Government reserves the right to reject all bids at its sole discretion. The Government reserves the right to attend or be represented at all negotiation sessions between the Lessor and potential contractors.
- G. The Lessor shall demonstrate to the Government that best efforts have been made to obtain the most competitive prices possible, and the Lessor shall accept responsibility for all prices through direct contracts with all contractors. The LCO shall issue to the Lessor a NTP with the TIs upon the Government's sole determination that the Lessor's proposal is acceptable. The Lessor shall complete the work within the time frame specified in this section of the Lease.

4.06 GREEN LEASE SUBMITTALS (OCT 2017)

The Lessor shall submit to the LCO:

- A. Product data sheets for floor coverings, paints and wall coverings, ceiling materials, all adhesives, wood products, suite and interior doors, subdividing partitions, wall base, door hardware finishes, window coverings, millwork substrate and millwork finishes, lighting and lighting controls, and insulation to be used within the leased Space. This information must be submitted NO LATER THAN the submission of the DIDs.
- B. SDS or other appropriate documents upon request for products listed in the Lease. All SDS shall comply with Occupational Safety and

(b) (6)

Health Administration (OSHA) requirements for the Globally Harmonized System of Classification and Labeling of Chemicals (GHS). The Lessor and its agents shall comply with all recommended measures in the SDS to protect the health and safety of personnel.

- C. Re-use plan required in accordance with the "Existing Fit-out, Salvaged, or Re-used Building Material" paragraph in the Lease.
- D. Any waiver needed when not using materials from the Green Procurement Compilation list of acceptable products in accordance with the "Environmentally Preferable Product Requirements" paragraph in the Lease.
- E. Radon test results as may be required by the "Radon in Air" and "Radon in Water" paragraphs in the Lease.
- F. Construction Waste Management Plan: Prior to construction commencement, a proposed plan following industry standards to recycle construction waste. The construction waste management plan shall quantify material diversion goals and maximize the materials to be recycled and/or salvaged (at least 50 percent) from construction, demolition, and packaging debris. Where the small quantity of material, the extraordinarily complex nature of the waste disposal method, or prohibitive expense for recycling would represent a genuine hardship, the Government, upon written request of the Lessor and approval of the LCO, may permit alternative means of disposal.
- G. Building Recycling Service Plan: A Building recycling service plan with floor plans annotating recycling area(s) as part of DIDs to be reflected on the CD submission.
- H. A signed statement from the Lessor for the leased Space explaining how all HVAC systems serving the leased Space will achieve the desired ventilation of the Space during the flush-out period called for in the Lease.
- I. A written commissioning plan submitted to the LCO prior to the completion of DIDs that includes:
 - 1. A schedule of systems commissioning (revised as needed during all construction phases of the project, with such revisions provided to the LCO immediately); and
 - 2. A description of how commissioning requirements will be met and confirmed.
- J. At completion of LEED® or Green Globes®, documentation and receipt of final certification, along with two electronic copies of all supporting documentation for certification on compact disk.
- K. If renewable source power is purchased, documentation within 9 months of occupancy.

4.07 CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (APR 2011)

The Lessor shall furnish a detailed construction schedule (such as Critical Path Method) to the Government within five (5) Working Days of issuance of the NTP. Such schedule shall also indicate the dates available for Government contractors to install telephone/data lines or equipment, if needed. Within ten (10) Working Days of NTP, the Lessor shall initiate a weekly construction progress meeting. The Lessor shall have contractor representatives including its architects, engineers, general contractor and sub-contractor representatives in attendance. The Lessor shall keep meeting minutes of discussion topics and attendance.

4.08 PROGRESS REPORTS (JUN 2012)

After start of construction, the Lessor shall submit to the LCO written progress reports at intervals of ten (10) Working Days. Each report shall include information as to the percentage of the work completed by phase and trade; a statement as to expected completion and occupancy dates; changes introduced into the work; and general remarks on such items as material shortages, strikes, weather, etc., that may affect timely completion..

4.09 ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SEP 2013)

The Government shall have the right to access any space within the Building during construction for the purposes of performing inspections or installing Government furnished equipment. The Government shall coordinate the activity of Government contractors with the Lessor to minimize conflicts with and disruption to other contractors on site. Access shall not be unreasonably denied to authorized Government officials including, but not limited to, Government contractors, subcontractors, or consultants acting on behalf of the Government on this project.

4.10 CONSTRUCTION INSPECTIONS (APR 2011)

- A. The LCO or the LCO's designated technical representative may periodically inspect construction work to review compliance with Lease requirements and approved DIDs.
- B. Periodic reviews, witnessing of tests, and inspections by the Government shall not constitute approval of the Lessor's apparent progress toward meeting the Government's objectives but are intended to discover any information which the LCO may be able to call to the Lessor's attention to prevent costly misdirection of effort. The Lessor shall remain responsible for designing, constructing, operating, and maintaining the Building in full accordance with the requirements of the Lease.

4.11 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (MAY 2015)

- A. Ten (10) Working Days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of Building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, a Certificate of Occupancy (C of O) has been issued as set forth below, and the Building improvements necessary for acceptance as described in the paragraph "Building Improvements" are completed.

(b) (6)

- B. The Space shall be considered substantially complete only if the Space may be used for its intended purpose, and completion of remaining work will not interfere unreasonably with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed Tis and to the approved DIDs, with the exception of items identified on a punch list generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.
- C. The Lessor shall provide a valid C of O, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease.
- D. The Government will not be required to accept space prior to the schedule outlined in this Lease.

4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)

In accordance with the Lease, the Lease term shall commence upon substantial completion of the Leased Premises subject to adjustment as provided below. The Lease Term Commencement Date, reconciliation of the annual rent, and the amount of the Commission Credit, if any, shall be memorialized by a Lease Amendment. The acceptance of the Leased Premises and the Lease Term Commencement Date cannot occur between 07/01/2020 and 10/1/2020 to accommodate the NIH.

4.13 AS-BUILT DRAWINGS (OCT 2017)

Not later than (30) calendar days after the acceptance of the Space, the Lessor, at Lessor's expense, shall furnish to the Government a complete set of Computer Aided Design (CAD) files of as-built floor plans showing the Space under Lease, as well as corridors, stairways, and core areas. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is ".DWG." Clean and purged files shall be submitted in a digital format. They shall be labeled with Building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and architect's phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the LCO.

4.14 LIQUIDATED DAMAGES (JUN 2012)

In case of failure on the part of the Lessor to complete the work within the time fixed in the Lease, the Lessor shall pay the Government as fixed and agreed liquidated damages of one (1) day's rent for each and every calendar day that the delivery is delayed beyond the date specified for delivery of all the Space ready for occupancy by the Government. This remedy is not exclusive and is in addition to any other remedies which may be available under this Lease or at law. This liquidated sum is not meant as a penalty, but as an approximation of actual damages that would be suffered by the Government because of the Lessor's delay.

4.15 SEISMIC RETROFIT (SEP 2013) INTENTIONALLY DELETED

4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)

- A. The Lessor's project management fee shall cover all of the Lessor's project management costs associated with the delivery of Tenant Improvements, including, but not limited to:
 1. Legal fees
 2. Travel costs
 3. Insurance
 4. Home office overhead and other indirect costs
 5. Carrying costs, exclusive of the TI amortization rate. Carrying costs are those costs of capital to provide the TIA, BSAC and Supplemental Allowance incurred for the delivery of TI, for the period starting from Lessor's outlay of funds, until the Lease Term Commencement Date.
 6. Municipal, county, or state fees (not related to sales tax)
 7. TI proposal preparation costs
 8. Lessor's labor costs related to the management of the TI build-out.
 9. Permitting Fees and Costs, are considered tenant improvement costs, and are not considered to be a municipal, county, or state fee.
- B. At a minimum, the Lessor shall be responsible for performing the following services in order to receive the project management fee:
 1. Provide assistance and expertise to the Government project team in the form of coordination, management, and administration of the design and construction process;
 2. Monitor performance of the general contractor and other contractors, control schedules, and oversee financial accounts;
 3. Conduct and document design and construction project meetings;
 4. Perform administrative tasks, including documentation, record keeping (issuing meeting minutes), and payment validation in addition to submittal and change order processing;
 5. Maintain Request for Information (RFI), submittal, and change order logs; and
 6. Provide technical expertise (e.g. testing, estimating, resolving claims, or responding to inquiries).

SECTION 5 TENANT IMPROVEMENT COMPONENTS

5.01 TENANT IMPROVEMENT REQUIREMENTS (OCT 2016)

The TIs shall be designed, constructed, and maintained in accordance with the standards set forth in this Lease. For pricing, only those requirements designated within this Section 5, or designated as TIs within the attached agency requirements, shall be deemed to be TI costs.

5.02 FINISH SELECTIONS (JUN 2012)

The Lessor must consult with the Government prior to developing a minimum of three (3) finish options to include coordinated samples of finishes for all interior elements such as paint, wall coverings, base coving, carpet, window treatments, laminates, and flooring. All samples provided must comply with specifications set forth elsewhere in this Lease. All required finish option samples must be provided at no additional cost to the Government within 10 Working Days after initial submission of DIDs. GSA must deliver necessary finish selections to the Lessor within 10 Working Days after receipt of samples. The finish options must be approved by GSA prior to the start of the construction documents phase of design. The Lessor may not make any substitutions after the finish option is selected.

5.03 WINDOW COVERINGS (WAREHOUSE) (JUN 2012)

- A. Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the TIs. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of one-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Government. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Government.

5.04 DOORS: SUITE ENTRY (SEP 2013)

Suite entry doors shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 84" high (per leaf). Doors shall meet the requirements of being a flush, solid core, 1-3/4-inch thick, wood door with a natural wood veneer face or an equivalent pre-approved by the Government. Hollow core wood doors are not acceptable. They shall be operable by a single effort; and shall meet the requirement of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semigloss oil-based paint finish with no formaldehyde.

5.05 DOORS: INTERIOR (SEP 2013)

Doors within the Space shall be provided as part of the TIs and shall have a minimum clear opening of 32" wide x 80" high. Doors shall be flush, solid core, wood with a natural wood veneer face or an equivalent door pre-approved by the LCO. Hollow core wood doors are not acceptable. They shall be operable with a single effort, and shall meet the requirements of NFPA 101, Life Safety Code or the International Building Code (current as of the Lease Award Date). Doors shall be installed in a metal frame assembly which is primed and finished with a low VOC semi-gloss oil-based paint with no formaldehyde.

5.06 DOORS: HARDWARE (SEP 2013)

Doors shall have door handles or door pulls with heavyweight hinges. The Lessor is encouraged to avoid the use of chrome-plated hardware. All doors shall have corresponding doorstops (wall- or floor-mounted) and silencers. All door entrances leading into the Space from public corridors and exterior doors shall have automatic door closers. Doors designated by the Government shall be equipped with 5-pin, tumbler cylinder locks and strike plates. All locks shall be master keyed. Furnish at least two master keys for each lock to the Government. Any exterior entrance shall have a high security lock, with appropriate key control procedures, as determined by Government specifications. Hinge pins and hasps shall be secured against unauthorized removal by using spot welds or pinned mounting bolts. The exterior side of the door shall have a lock guard or astragal to prevent tampering of the latch hardware. Doors used for egress only shall not have any operable exterior hardware. All security-locking arrangements on doors used for egress shall comply with requirements of NFPA 101 or the International Building Code current as of the Lease Award Date.

5.07 DOORS: IDENTIFICATION (JUN 2012)

Door identification shall be installed in approved locations adjacent to office entrances as part of the TIs. The Government shall identify all doors that require identification during the DID phase of Design. The form of door identification shall be approved by the Government.

5.08 PARTITIONS: SUBDIVIDING (SEP 2015)

- A. Office subdividing partitions shall comply with applicable building codes and local requirements and ordinances and shall be provided as part of the TIs. Partitioning shall extend from the finished floor to the finished ceiling and shall be designed to provide a minimum sound transmission class (STC) of 37. Partitioning shall be installed by the Lessor at locations to be determined by the Government as identified in the DIDs. They shall have a flame spread rating of 25 or less and a smoke development rating of 450 or less (ASTM E-84).
- B. HVAC shall be rebalanced and lighting repositioned, as appropriate, after installation of partitions.
- C. If installed in accordance with the "Automatic Fire Sprinkler System" and "Fire Alarm System" paragraphs, sprinklers and fire alarm notification appliances shall be repositioned as appropriate after installation of partitions to maintain the level of fire protection and life safety.
- D. Partitioning requirements may be satisfied with existing partitions if they meet the Government's standards and layout requirements.

(b) (6)

- E. Newly installed gypsum board material must be Greenguard Gold Certified or have 0 grams per liter of VOCs.

5.09 CEILINGS—TI (WAREHOUSE) (OCT 2017)

Government designated office and related areas shall contain a complete acoustical ceiling system (such a ceiling system include grid and lay-in tiles or other Building standard ceiling system as approved by the LCO).

- A. Ceilings in warehouse areas shall be at a minimum **24 feet and 0 inches** measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling-height limitations above the finished raised flooring. Bulkheads and hanging or surface mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the Space, with no obvious damage to tiles or grid.
- B. Prior to closing the ceiling, Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- C. Should the ceiling be installed in the Space prior to construction of the TI, then Lessor shall be responsible for all costs for the disassembly, storage during construction, and subsequent re-assembly of ceiling components which may be required to complete the TI. Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the TI.
- D. Ceilings shall be a flat plane in each room and shall be suspended and finished as follows unless an alternate equivalent is pre-approved by the LCO:
1. Restrooms. Plastered or spackled and taped gypsum board.
 2. Offices and conference rooms. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the LCO. Newly installed tiles or panels shall meet at least one of the environmentally preferable criteria as outlined under the Green Procurement Compilation at [HTTPS://SFTOOL.GOV/GREENPROCUREMENT](https://SFTOOL.GOV/GREENPROCUREMENT).
 3. Corridors and eating/galley areas. Plastered or spackled and taped gypsum board or mineral acoustical tile.
- E. For ceiling installations in new lease construction projects, tiles or panels (for restrooms, offices, conference rooms, corridors, and eating/gallery areas) must comply with the following environmental standards: a) California Section 01350 standard for low-VOC materials; b) recyclable in a closed loop process; c) USDA Certified Biopreferred; and d) Environmental Product Declaration (EPD) available.

5.10 WALL FINISHES (JUN 2012)

If the Government chooses to install a wall covering, the minimum standard is vinyl-free, chlorine-free, plasticizer-free wall covering with recycled content or bio-based commercial wall covering weighing not less than 13 ounces per square yard or equivalent. If the Government chooses to install a high-performance paint coating, it shall comply with the VOC limits of the Green Seal Standard GS-11.

Op

5.11 PAINTING—TI (OCT 2017)

- A. Prior to acceptance, all surfaces within the Space which are designated by GSA for painting shall be newly finished in colors acceptable to the Government.
- B. The Lessor shall provide interior paints, primers, coatings, stains, and sealers that meet or are equivalent to the Green Seal GS-11 standard that incorporates environmental, health, and performance criteria.
- C. The Lessor shall use reprocessed latex paint in accordance with EPA's CPG (Comprehensive Procurement Guidelines) on all painted surfaces where feasible. The type of paint shall be acceptable to the Government.

5.12 FLOOR COVERINGS AND PERIMETERS—TI (WAREHOUSE) (OCT 2017)

- A. Broadloom carpet or carpet tiles meeting the requirements set forth in the specifications below shall be installed in all office areas. Office area floor perimeters at partitions shall have rubber, vinyl, or carpet base. Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.
- B. The use of existing carpet may be approved by the Government; however, existing carpet shall be repaired, stretched, and cleaned before occupancy and shall meet the static buildup requirement as stated in the specifications below.
- C. Any alternate flooring shall be pre-approved by the Government.
- D. SPECIFICATIONS FOR CARPET TO BE NEWLY INSTALLED OR REPLACED
1. Product sustainability and environmental requirements. Floor covering and perimeter products must meet at least one of the environmentally preferable criteria within the non-federal, multi-attribute standards and ecolabels categories, as outlined under the Green Procurement Compilation at WWW.SFTOOL.GOV/GREENPROCUREMENT.

(b) (6)

2. Face fiber content. Face yarn must be 100 percent nylon fiber. Loop Pile shall be 100 percent Bulk Continuous Filament (BCF); cut and loop shall be 100 percent BCF for the loop portion and may be BCF or staple for the cut portion; cut pile carpet shall be staple or BCF.
3. Performance requirements for broadloom and modular tile:
 - a. Static: Less than or equal to 3.5 kV when tested by AATCC Test Method 134 (Step Test Option).
 - b. Flammability: Meets CPSC-FF-1-70, DOC-FF-1-70 Methenamine Tablet Test criteria.
 - c. Flooring Radiant Panel Test: Meets NFPA 253 Class I or II depending upon occupancy and fire code when tested under ASTM E-648 for glue down installation.
 - d. Smoke Density: NBS Smoke Chamber—Less than 450 Flaming Mode when tested under ASTM E-662.

NOTE: Testing must be performed in a NVLAP accredited laboratory.

4. Texture Appearance Retention Rating (TARR). Carpet must meet TARR rating of at least 3.0 TARR for moderate traffic areas such as private offices, and heavy traffic areas such as training space, conference rooms, courtrooms, etc., and at least 3.5 TARR for severe traffic areas, including open office space, cafeteria, corridors and lobbies. The carpet must be evaluated using ASTM D-5252 Hexapod Drum Test as per the commercial carpet test procedure and the TARR classification determined using ASTM D-7330.
5. Carpet reclamation. Reclamation of existing carpet to be determined with potential vendor. When carpet is replaced, submit certification documentation from the reclamation facility to the LCO.
6. Warranty. Submit a copy of the manufacturer's standard warranty to the LCO within the first 60 days of Government occupancy. The Government is to be a beneficiary of the terms of this warranty.

5.13 HEATING AND AIR CONDITIONING—TI (WAREHOUSE) (MAY 2014)

Zone Control. Provide individual thermostat control for office Space with control areas not to exceed 1,500 ABOA SF. Interior spaces must be separately zoned. Specially occupancies (conference rooms, kitchens, etc.) must have active controls capable of sensing Space use and modulating HVAC system in response to Space demand. Areas that routinely have extended hours of operation shall be environmentally controlled through dedicated heating and air conditioning equipment. Special purpose areas (such as photocopy centers, large conference rooms, computer rooms, etc.) with an internal cooling load in excess of 5 tons shall be independently controlled. Provide concealed package air conditioning equipment to meet localized spot cooling of tenant special equipment. Portable space heaters are prohibited.

5.14 ELECTRICAL: DISTRIBUTION—TI (WAREHOUSE) (MAY 2014)

- A. All electrical, telephone, and data outlets within the Space shall be installed by the Lessor in accordance with the DIDs. All electrical outlets shall be installed in accordance with NFPA Standard 70.
- B. All outlets within the Space shall be marked and coded for ease of wire tracing; outlets shall be circuited separately from lighting. All floor outlets shall be flush with the plane of the finished floor. Outlet cover colors shall be coordinated with partition finish selections.
- C. The Lessor shall in all cases safely conceal outlets and associated wiring (for electricity, voice, and data) to the workstation(s) in partitions, ceiling plenums, in recessed floor ducts, under raised flooring, or by use of a method acceptable to the Government.

5.15 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)

Telecommunications floor or wall outlets shall be provided as part of the TIs. At a minimum, each outlet shall house one 4-pair wire jack for voice and one 4-pair wire jack for data. The Lessor shall ensure that all outlets and associated wiring, copper, coaxial cable, optical fiber, or other transmission medium used to transmit telecommunications (voice, data, video, Internet, or other emerging technologies) service to the workstation shall be safely concealed under raised floors, in floor ducts, walls, columns, or molding. All outlets/junction boxes shall be provided with rings and pull strings to facilitate the installation of cable. Some transmission medium may require special conduit, inner duct, or shielding as specified by the Government.

5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

Provide sealed conduit to house the agency telecommunications systems.

5.17 DATA DISTRIBUTION (JUN 2012)

The Government shall be responsible for the cost of purchasing and installing data cable. The Lessor shall safely conceal data outlets and the associated wiring used to transmit data to workstations in floor ducts, walls, columns, or below access flooring. The Lessor shall provide as part of the TI, outlets with rings and pull strings to facilitate the installation of the data cable. When cable consists of multiple runs, the Lessor shall provide ladder type or other acceptable cable trays to prevent Government-provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop.

5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)

- A. The Lessor shall provide as part of the TIs separate data, telephone, and electric junction boxes for the base feed connections to Government provided modular or systems furniture, when such feeds are supplied via wall outlets or floor penetrations. When overhead feeds are used, junction boxes shall be installed for electrical connections. Raceways shall be provided throughout the furniture panels to distribute the electrical, telephone, and data cable. The Lessor shall provide all electrical service wiring and connections to the furniture at designated junction points. Each electrical junction shall contain an 8-wire feed consisting of 3 general purpose 120-V circuits with 1 neutral and 1 ground

(b) (6)

wire, and a 120-V isolated ground circuit with 1 neutral and 1 isolated ground wire. A 20-ampere circuit shall have no more than 8 general purpose receptacles or 4 isolated ground "computer" receptacles.

- B. The Government shall be responsible for the cost of purchasing data and telecommunications cable. Said cable shall be installed and connected to systems furniture by the Lessor/contractor with the assistance and/or advice of the Government or its IT vendor. The Lessor shall provide wall mounted data and telephone junction boxes, which shall include rings and pull strings to facilitate the installation of the data and telecommunications cable. When cable consists of multiple runs, the Lessor shall provide ladder-type or other acceptable cable trays to prevent Government provided cable coming into contact with suspended ceilings or sprinkler piping. Cable trays shall form a loop around the perimeter of the Space such that they are within a 30-foot horizontal distance of any single drop. Said cable trays shall provide access to both telecommunications data closets and telephone closets.
- C. The Lessor shall furnish and install suitably sized junction boxes near the "feeding points" of the furniture panels. All "feeding points" shall be shown on Government approved (DID) design intent drawings. The Lessor shall temporarily cap off the wiring in the junction boxes until the furniture is installed. The Lessor shall make all connections in the power panel and shall keep the circuit breakers off. The Lessor shall identify each circuit with the breaker number and shall identify the computer hardware to be connected to it. The Lessor shall identify each breaker at the panel and identify the devices that it serves.
- D. The Lessor's electrical contractor must connect power poles or base feeds in the junction boxes to the furniture electrical system and test all pre-wired receptacles in the systems furniture. Other Government contractors will be installing the data cable in the furniture panels for the terminal and printer locations, installing the connectors on the terminal/printer ends of the cable, and continuity testing each cable. Work shall be coordinated and performed in conjunction with the furniture, telephone, and data cable installers. Much of this work may occur over a weekend on a schedule that requires flexibility and on-call visits. The Lessor shall coordinate the application of Certification of Occupancy with Furniture vendor.

5.19 LIGHTING: INTERIOR AND PARKING—TI (WAREHOUSE) (MAY 2014)

WAREHOUSE AREAS:

- A. **FIXTURES:** Once the design intent drawings are approved, the Lessor shall design and provide interior lighting to comply with requirements under the paragraph, "Lighting: Interior and Parking—Shell." Any additional lighting fixtures and/or components required beyond what would have been provided for an open warehouse 10 foot candle plan plus shipping & receiving areas of 30 foot candles (Shell) are part of the TIs.
- B. Lighting for the warehouse, shipping, and receiving portions of the Space is detailed in Section 3 and is part of Shell.
- C. **BUILDING PERIMETER:** There may be additional requirements for lighting in exterior parking areas, vehicle driveways, pedestrian walkways, and Building perimeter in the Security Requirements attached to this Lease. Such additional lighting required to meet Security Requirements shall be BSAC.

OFFICE AREAS:

NOTE: FOR PRICING ESTIMATING PURPOSES, FIXTURES IN OFFICE AREAS WILL BE INSTALLED AT THE AVERAGE RATIO OF 1 FIXTURE PER 80 ABOA SF.

- A. **FIXTURES:** High efficiency T-8, T-5, or LED light fixtures (and associated ballasts or drivers) shall be installed as either ceiling grid or pendant mounted for an open-office plan. Ceiling grid fixtures shall be either 2' wide by 4' long or 2' wide by 2' long. Lessor shall provide a minimum overall lighting fixture efficiency of 85 percent. Lamps shall maintain a uniform color level throughout the lease term.
- B. **LIGHTING LEVELS:** Fixtures shall have a minimum of two tubes and shall provide 50 foot-candles at desktop level (30" above finished floor) with a maximum uniformity ratio of 1.5:1.
- C. **POWER DENSITY:**
Existing Buildings: The maximum fixture power density shall not exceed 1.4 watts per ABOA SF.
New Construction: The maximum fixture power density shall not exceed 1.1 watts per ABOA SF.
- D. **DAYLIGHTING CONTROLS:** If the office portion of the Space is more than 10,000 ABOA SF, the Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows and skylights where daylight can contribute to energy savings. Daylight harvesting sensing and controls shall be either integral to the fixtures or ceiling mounted and shall maintain required lighting levels in office work areas.
- E. **OCCUPANCY/VACANCY SENSORS:** The Lessor shall provide ceiling mount occupancy sensors, or vacancy sensors (preferred), or scheduling controls through a building automation system (BAS) throughout the office portion of the Space in order to reduce the hours that the lights are on when a particular space is unoccupied. Occupancy sensors only shall be installed in the non-office areas of the Space as part of Shell Rent. No more than 1,000 square feet shall be controlled by any one sensor. Occupancy sensors in enclosed rooms shall continue to operate after any BAS has shut down the building at the end of the workday.

5.20 ~~LOADING DOCKS—TI (WAREHOUSE) (MAY 2014)~~ INTENTIONALLY DELETED

5.21 AUTOMATIC FIRE SPRINKLER SYSTEM – TI (OCT 2016)

Where sprinklers are required in the Space, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided as part of Shell rent. Any additional sprinkler fixtures and/or components required in the Space beyond what would have been provided for an open office plan (shell) are part of the TIs.

(b) (6)

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (WAREHOUSE) (MAY 2014)

- A. The Government's normal hours of operations are established as 7:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal holidays. Services, maintenance, and utilities shall be provided during these hours. The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Janitorial services shall be performed during normal hours.
- B. The Lessor and the Lessor's representatives, employees and contractors shall demonstrate a cooperative, positive, welcoming, respectful, professional and business-like demeanor and shall present a neat, clean, job-appropriate (professional) appearance.
- C. The Lessor shall be responsible for the preventative maintenance and repair of all existing building shell improvements, but shall not be responsible for the preventive maintenance, repair or replacement of the tenant and security improvements to be designed and constructed in accordance with Section 4 of this Lease. At any time during the term of the Lease, in accordance with the Changes Clause of the 3517B, the Government may request a proposal from the Lessor for the preventive maintenance and repair of the tenant and security improvements. The negotiated fair and reasonable cost of such services shall be incorporated into the Lease by a Lease Amendment.

6.02 UTILITIES (APR 2011)

See Paragraph 1.06(H)(3).

6.03 INTENTIONALLY DELETED

6.04 UTILITIES CONSUMPTION REPORTING (OCT 2016)

Upon the effective date of the Lease, only for leases over 10,000 RSF, the Lessor shall provide regular quarterly reports for the amount of utilities (including water) consumed at the Building broken down by utility type per month for the duration of the Lease. Lessors shall report this utility consumption data within 45 calendar days of the end of each calendar quarter in the Environmental Protection Agency (EPA) Portfolio Manager online tool [HTTPS://WWW.ENERGYSTAR.GOV/](https://www.energystar.gov/). Data reported includes, but is not limited to, the number of actual units consumed, by utility type per month, and associated start and end date(s) for that consumption.

(Refer to the following link for reporting guidance: www.gsa.gov/ucr)

6.05 HEATING AND AIR CONDITIONING (WAREHOUSE) (OCT 2017)

- A. In all office areas, temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in the Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.

The NIH requirements will be further designed during the design phase. Refer to NIH (Program of Requirements for temperature and humidity requirements, section 6.3.4.2.1.1 and 6.3.4.2.1.2)

- B. In all office areas, during non-working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return Space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the Government's designated representative.
- C. In all office areas, thermal comfort. During all working hours, comply with the latest edition of ASHRAE Standard 55, Thermal Comfort Conditions for Human Occupancy.
- D. Warehouse or garage areas require heating and ventilation only. Cooling of this Space is not required. Temperature of warehouse or garage areas shall be maintained at a minimum of 50° Fahrenheit.
- E. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.
- F. Normal HVAC systems' maintenance shall not disrupt tenant operations.
- G. Subparagraph Intentionally Deleted.

6.06 OVERTIME HVAC USAGE (JUN 2012)

If there is to be a charge for heating or cooling outside of the Building's normal hours, such services shall be provided at the hourly rates set forth elsewhere in the Lease. Overtime usage services may be ordered by the Government's authorized representative only.

6.07 JANITORIAL SERVICES (WAREHOUSE) (MAY 2014)

The Government Tenant will be responsible for janitorial service for the Government Premises. In accordance with the Changes Clause of the 3517B, at any time during the term of the Lease, the Government reserves the right to request the Lessor to take responsibility for janitorial services in accordance with the Lease. If requested by the Government, Lessor shall submit a proposal to the Government for janitorial services. Once such adjustment to the base operating expenses is agreed upon, it shall be confirmed in a Lease Amendment and the amount shall be added to the operating expense rent and operating expense base. Until such time as the adjustment to the operating expense rent and operating expense base as provided above is confirmed by Lease Amendment, the Government shall remain responsible for janitorial services.

6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)

The Government Tenant shall use cleaning products (including general purpose cleaners, floor cleaners, hand soap, etc.) that comply with either the Green Seal standard, the UL/EcoLogo standard, EPA's Safer Choice designation, or a substitute acceptable to the LCO. Hand soap products shall also be USDA Certified BioPreferred.

6.09 SELECTION OF PAPER PRODUCTS (APR 2015)

The Government Tenant shall select paper and paper products (e.g., restroom tissue and paper towels) conforming to the Green Seal Standard (GS-1), or a substitute acceptable to the LCO.

6.10 SNOW REMOVAL (WAREHOUSE) (MAY 2014)

Lessor shall provide snow removal services for the Government on all days for which this Lease has designated normal hours. Lessor shall clear parking lots if the accumulation of snow exceeds two inches. Lessor shall clear sidewalks, walkways, loading docks, dock ramps, and entrances before accumulation exceeds 1.5 inches. The snow removal shall take place no later than 5:00 AM, without exception. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. In addition to snow removal, the Lessor shall keep sidewalks, walkways, loading docks, dock ramps, and entrances free of ice during the normal hours. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the Building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

6.11 MAINTENANCE AND TESTING OF SYSTEMS—WAREHOUSE (MAY 2014)

- A. The Lessor is responsible for the total maintenance, repair and replacement of the leased Premises, the Building, and the Property. Such maintenance, repairs and replacements include the site and private access roads, and all necessary repairs and replacements to the loading docks, ramps, levelers and all other associated equipment and features. All equipment and systems shall be maintained, repaired, and replaced to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.
- B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations or testing inspection, testing, and maintenance of fire protection systems, such as fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.
- C. Warranty of Equipment: The Lessor shall provide a warranty and service for all equipment being installed during the construction. The warranty shall be valid for 1-year after substantial completion of the construction for the tenant space.
- D. Preventative Maintenance: Will be required for this project and reimbursed through a separate agreement between Government and the Lessor.

6.12 MAINTENANCE OF PROVIDED FINISHES (WAREHOUSE) (OCT 2016)

- A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,
 - 1. Lessor shall repaint common areas at least every three years.
 - 2. Lessor shall perform cyclical repainting of the Space every **5 years of occupancy**. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.
 - 3. If the warehouse portion of the Space was painted originally, Lessor shall perform cyclical repainting of the warehouse portion at the same cycle as the office and related space. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

(b) (6)

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet and base coving in the Space every **5 years**, with a product which meets the requirements in the "Floor Coverings and Perimeters" paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.
4. Except when damaged by the Government, Lessor shall reseal flooring in warehouse areas whenever there are noticeable variations in surface color or texture.

6.13 ASBESTOS ABATEMENT (APR 2011)

If asbestos abatement work is to be performed in the Space after occupancy, the Lessor shall submit to the Government the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

6.14 ONSITE LESSOR MANAGEMENT (APR 2011)

The Lessor shall provide an onsite Building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

6.15 IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)

- A. The Government reserves the right to verify identities of personnel with routine and/or unaccompanied access to the Government's Space, including both pre and post occupancy periods. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and M-11-11, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended. These policies require the Government to conduct background investigations and make HSPD-12 compliant suitability determinations for all persons with routine or unaccompanied access to Government leased space. By definition, this includes at a minimum each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Government's leased Space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's Space.
- B. Application Process: The background investigation will be done using the Government's prescribed process. The Lessor must provide information on each of their contractor/personnel meeting the above criteria to the Government, whereupon each identified contractor/personnel will be notified with instructions for completing the identity verification application within a given time frame. The application process will include completing supplemental information forms that must be inputted into the identity verification system in order for the application to be considered complete. Additionally, the Lessor must ensure prompt completion of the fingerprint process for their contractor/personnel. Email notifications will be sent with instructions on the steps to be taken to schedule an appointment for fingerprinting at an approved regional location along with instructions on how to complete the background investigation application.
- C. The Lessor must ensure the Lease Contracting Officer (or the Lease Contracting Officer's designated representative) has all of the requested documentation timely to ensure the completion of the investigation.
- D. Based on the information furnished, the Government will conduct background investigations. The Lease Contracting Officer will advise the Lessor in writing if a person fails the investigation, and, effective immediately, that person will no longer be allowed to work or be assigned to work in the Government's Space.
- E. Throughout the life of the Lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's Space in accordance with the above criteria. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to have persons re-apply who were cleared through this process while associated with the former contractor or subcontractor in accordance with GSA policy. The Lessor shall require each cleared person to re-apply and obtain a new clearance in accordance with GSA policy.
- F. The Lessor is accountable for not allowing contractors to start work without the successful completion of the appropriate background investigation as required by GSA policy.
- G. Access Card Retrieval/Return: Upon an Entry on Duty notification, the Government will issue a Personal Identity Verification (PIV) credential that is sometimes referred to as a GSA Access card. Lessors are responsible for all PIV credential issued to their contractors/personnel pursuant to this Lease. Lessors are specifically responsible for ensuring that all GSA PIV access cards are returned to the Lease Contracting Officer or their designee whenever their employees or a contractor no longer require access to the Space (such as When no longer needed for

(b) (6)

contract performance, upon completion of the Contractor employee's employment, and upon contract completion or termination). Additionally, the Lessor must notify the Lease Contracting Officer or their designee whenever a GSA PIV Access card is lost or stolen in which event the Lessor may be responsible for reimbursing the Government for replacement credentials at the current cost per PIV HSPD12 credential. Unreturned PIV Access cards will be considered as lost or stolen cards.

- H. The Government reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to Government leased Space throughout the term of the Lease to determine who may have access to the Premises.
- I. The Lease Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- J. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.

6.16 SCHEDULE OF PERIODIC SERVICES (JUN 2012)

Within 60 days after occupancy by the Government, the Lessor shall provide the LCO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

6.17 LANDSCAPING (OCT 2016)

- A. Landscape management practices shall prevent pollution by:
 - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
 - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 - 3. Composting/recycling all yard waste.
- B. The Lessor shall use landscaping products with recycled content as required by EPA's CPG for landscaping products. Refer to EPA's CPG web site, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
- C. If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.

6.18 LANDSCAPE MAINTENANCE (APR 2011)

Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

6.19 RECYCLING—WAREHOUSE (MAY 2014)

- A. Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and/or local law, code, or ordinance.
- B. When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (2 SF per 1,000 SF of Building gross floor area) that serves the Space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Space.
- C. For Leases greater than 10,000 rentable SF, with a Lease term greater than six months, the Lessor shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

6.20 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.21 SAFEGUARDING AND DISSEMINATION OF SENSITIVE BUT UNCLASSIFIED (SBU) BUILDING INFORMATION (OCT 2017)

This paragraph applies to all recipients of SBU Building Information, including, bidders, awardees, contractors, subcontractors, Lessors, suppliers, and manufacturers.

- A. Marking SBU. Contractor-generated documents that contain Building information must be reviewed by GSA to identify any SBU content, before the original or any copies are disseminated to any other parties. If GSA identifies SBU content, the LCO may direct the contractor, as specified elsewhere in this contract, to imprint or affix SBU document markings to the original documents and all copies, before any dissemination.
- B. Authorized SBU Recipients. SBU Building Information must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include Federal, state, and local government entities, and nongovernment entities engaged in the conduct of business on behalf of or with GSA. Nongovernment entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, and others submitting an offer or bid to GSA or performing work under a GSA contract or subcontract.

Contractors must provide SBU Building Information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and for the issuance of Building permits. Public safety entities such as fire and utility departments may require access to SBU Building Information on a need to know basis. This paragraph must not prevent or encumber the dissemination of SBU Building Information to public safety entities.

C- Dissemination of SBU Building Information:

1. Electronic Transmission. Electronic transmission of SBU information outside of the GSA firewall and network must use session (or alternatively file encryption). Sessions (or files) must be encrypted with an approved NIST algorithm, such as Advanced Encryption Standard (AES) or Triple Data Encryption Standard (3DES), in accordance with Federal Information Processing Standards Publication (FIPS PUB) 140-2, Security Requirements for Cryptographic Modules. Encryption tools that meet FIPS 140-2 are referenced on the NIST web page found at the following URL: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/1401vend.htm>. All encryption products used to satisfy the FIPS 140-2 requirement should have a validation certificate that can be verified at the <http://csrc.nist.gov/groups/STM/cmvp/validation.html#02>. (Not all vendors of security products that claim conformance with FIPS 140-2 have validation certificates.) Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database at <https://www.acquisition.gov> that have a need to know such information. If a subcontractor is not registered in SAM and has a need to possess SBU Building Information, the subcontractor shall provide to the contractor its DUNS number or its tax ID number and a copy of its business license.
2. Non-Electronic Form or on Portable Electronic Data Storage Devices. Portable electronic data storage devices include but are not limited to CDs, DVDs, and USB drives. Non-electronic forms of SBU Building information include paper documents.
 - a. Mail. Utilize only methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
 - b. In Person. Contractors must provide SBU Building Information only to authorized representatives of state, Federal, and local government entities and firms currently registered as "active" in the SAM database that have a need to know such information.
3. Record Keeping. Contractors must maintain a list of the state, Federal, and local government entities and the firms to which SBU is disseminated under sections C1 and C2 of this paragraph. This list must include at a minimum
 - a. The name of the state, Federal, or local government entity or firm to which SBU has been disseminated;
 - b. The name of the individual at the entity or firm who is responsible for protecting the SBU Building information, with access strictly controlled and limited to those individuals having a need to know such information;
 - c. Contact information for the named individual; and
 - d. A description of the SBU Building information provided.

Once work is completed, or for leased Space with the submission of the as built drawings, the contractor must collect all lists maintained in accordance with this paragraph, including those maintained by any subcontractors and suppliers, and submit them to the LCO. For Federal buildings, final payment may be withheld until the lists are received.

- D. Retaining SBU Documents. SBU Building Information (both electronic and paper formats) must be protected, with access strictly controlled and limited to those individuals having a need to know such information.
- E. Destroying SBU Building Information. SBU Building Information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to the LCO, when no longer needed, in accordance with guidelines provided for media sanitization available at <http://csrc.nist.gov/publications/PubsTC.html#Forensics>. At the Web site, locate SP 800-88, Guidelines for Media Sanitization, available at [HTTP://CSRC.NIST.GOV/PUBLICATIONS/NISTPUBS/800-88/NISTSP800-88_REV1.PDF](http://csrc.nist.gov/publications/PubsSP800-88-REV1.pdf) and click on the file name NISTSP800-88_REV1.pdf. From there, you can choose to "Save" or "Download" the file. If SBU Building information is not returned to the LCO, examples of acceptable destruction methods for SBU Building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit-wiping software or disk crushers.
- F. Notice of Disposal. The contractor must notify the LCO that all SBU Building Information has been destroyed, or returned to the LCO, by the contractor and its subcontractors or suppliers in accordance with section (e) of this paragraph, with the exception of the contractor's record copy. This notice must be submitted to the LCO at the completion of the contract in order to receive final payment. For Leases, this notice must be submitted to the LCO at the completion of the Lease term.
- G. Incidents. All improper disclosures of SBU Building Information must be reported immediately to the LCO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the LCO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of SBU Building Information. Progress payments may also be withheld for failure to comply with any provision in this paragraph until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the paragraph in the future.
- H. Subcontracts. The Contractor must insert the substance of this paragraph in all subcontracts.

(b) (6)

6.22 INDOOR AIR QUALITY (OCT 2016)

- A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that the GSA indicator levels for asbestos, mold, carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde are not exceeded. The indicator levels for office areas shall be: Asbestos 70 s/mm²; mold (see paragraph entitled "Mold"); CO 9 ppm; CO₂ 700 ppm above outdoor air; formaldehyde 0.016 ppm.
- B. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.
- C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:
1. Making available information on Building operations and Lessor activities;
 2. Providing access to Space for assessment and testing, if required; and
 3. Implementing corrective measures required by the LCO.
- E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire-stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within:
1. The Space;
 2. Common Building areas;
 3. Ventilation systems and zones serving the Space; and
 4. The area above suspended ceilings and engineering space in the same ventilation zone as the Space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the SDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per SF, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

6.23 RADON IN AIR (OCT 2016)

If Space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased Space for 2 days to 3 days using charcoal canisters. The Lessor is responsible to provide Space in which radon levels in air are below the GSA action levels of 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors shall be completed. For further information on radon, go to: [HTTPS://WWW.EPA.GOV/RADON](https://www.epa.gov/radon).

6.22 RADON IN AIR (SEP 2013)

- A. The radon concentration in the air of the Space shall be less than 4 picoCuries per liter (pCi/L) for childcare and 25 pCi/L for all other space, herein called "GSA action levels."
- B. Initial Testing:
1. The Lessor shall:
 - a. Test for radon that portion of Space planned for occupancy by the Government in ground contact or closest to the ground up to and including the second floor above grade (Space on the third or higher floor above grade need not be measured);
 - b. Report the results to the LCO upon award; and
 - c. Promptly carry out a corrective action program for any radon concentration which equals or exceeds the GSA action levels.
 2. Testing sequence. The Lessor shall measure radon by the standard test in sub-paragraph D.1, completing the test not later than 150 days after award, unless the LCO decides that there is not enough time to complete the test before Government occupancy, in which case the Lessor shall perform the short test in sub-paragraph D.2.
 3. If the Space offered for Lease to the Government is in a Building under construction or proposed for construction, the Lessor, if possible, shall perform the standard test during buildout before Government occupancy of the Space. If the LCO decides that it is not possible to complete the standard test before occupancy, the Lessor shall complete the short test before occupancy and the standard test not later than 150 days after occupancy.

C. Corrective Action Program:

1. Program Initiation and Procedures.
 - a. If either the Government or the Lessor detects radon at or above the GSA action levels at any time before Government occupancy, the Lessor shall carry out a corrective action program which reduces the concentration to below the GSA action levels before Government occupancy.
 - b. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly carry out a corrective action program which reduces the concentration to below the GSA action levels.
 - c. If either the Government or the Lessor detects a radon concentration at or above the GSA action levels at any time after Government occupancy, the Lessor shall promptly restrict the use of the affected area and shall provide comparable temporary space for the tenants, as agreed to by the Government, until the Lessor carries out a prompt corrective action program which reduces the concentration to below the GSA action levels and certifies the Space for re-occupancy.
 - d. The Lessor shall provide the Government with prior written notice of any proposed corrective action or tenant relocation. The Lessor shall promptly revise the corrective action program upon any change in Building condition or operation which would affect the program or increase the radon concentration to or above the GSA action levels.
2. The Lessor shall perform the standard test in sub-paragraph D.1 to assess the effectiveness of a corrective action program. The Lessor may also perform the short test in sub-paragraph D.2 to determine whether the Space may be occupied but shall begin the standard test concurrently with the short test.
3. All measures to accommodate delay of occupancy, corrective action, tenant relocation, tenant re-occupancy, or follow-up measurement, shall be provided by the Lessor at no additional cost to the Government.
4. If the Lessor fails to exercise due diligence, or is otherwise unable to reduce the radon concentration promptly to below the GSA action levels, the Government may implement a corrective action program and deduct its costs from the rent.

D. Testing Procedures:

1. Standard Test. Place alpha track detectors throughout the required area for 91 or more days so that each covers no more than 2,000 ABOA SF. Use only devices listed in the EPA Radon Measurement Proficiency Program (RMP) application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data (sample location, device type, duration, radon measurements, laboratory proficiency certification number, and the signature of a responsible laboratory official) within 30 days after the measurement.
2. Short Test. Place alpha track detectors for at least 14 days, or charcoal canisters for 2 days to 3 days, throughout the required area so that each covers no more than 2,000 ABOA SF, starting not later than 7 days after award. Use only devices listed in the EPA RMP application device checklists. Use a laboratory rated proficient in the EPA RMP to analyze the devices. Submit the results and supporting data within 30 days after the measurement. In addition, complete the standard test not later than 150 days after Government occupancy.

6.23 RADON IN WATER (JUN 2012)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided to the Premises is in compliance with EPA requirements and shall submit certification to the LCO prior to the Government occupying the Space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

6.24 HAZARDOUS MATERIALS (WAREHOUSE) (MAY 2014)

- A. The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations. Should there be reason to suspect otherwise, the Government reserves the right, at Lessor's expense, to require documentation or testing to confirm that the Space is free of all hazardous materials.
- B. Lessor shall, to the extent of its knowledge, notify Government of the introduction of any hazardous materials onto the Property by Lessor or others, including but not limited to, co-tenants occupying Space in the Building.
- C. All hazardous materials stored in the Space must be kept and maintained according to applicable Federal, State, and local environmental regulations. The Government will notify Lessor of any hazardous materials it will store in the Space.

6.25 MOLD (OCT 2016)

- A. Actionable mold is airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building.
- B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.
- C. Following a flood, plumbing leak or heavy rain whereby the Government Space or air zones serving the Space may have become moisture damaged, the Lessor shall immediately repair any leakage sources and remediate the moisture damage. Whenever moisture damage or infiltration persists such that: mold is visible, mold odors are present, or occupants register complaints about mold, the Lessor shall employ a board-certified, industrial hygienist or equivalently qualified consultant to inspect and evaluate the Space and air zones serving the Space for

(b) (6)

visible and/or actionable mold presence; inspection shall take place no later than 15 calendar days following identification of a potential mold issue as described above. The Lessor shall promptly furnish these inspection results to the Government.

The Lessor shall safely remediate all visible moldy and/or water damaged materials identified by the consultant using a qualified remediation contractor following the methods identified in "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001). Remediation shall also remove actionable mold levels. Remediation shall be completed within a time frame acceptable to the Lease Contracting Officer which shall be no later than 90 calendar days following confirmation of the presence of actionable mold.

- D. The presence of actionable mold in the Premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this Lease. In addition to the provisions of the Fire and Other Casualty clause of this Lease, should a portion of the Premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative Space at the Lessor's expense, including the cost of moving, and any required alterations.

6.26 OCCUPANT EMERGENCY PLANS (SEP 2013)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and if necessary, a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, must include an annual emergency evacuation drill, emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

6.27 FLAG DISPLAY (OCT 2016)

If the Lessor has supplied a flagpole on the Property as a requirement of this Lease, the Lessor shall be responsible for flag display on all workdays and Federal holidays. The Lessor may illuminate the flag in lieu of raising and lowering the flag daily. The Lessor shall register with the Federal Protective Service (FPS) MegaCenter in order to receive notifications regarding when flags shall be flown at half-staff, as determined by Executive Order.

6.28 PORTABLE FIRE EXTINGUISHERS (WAREHOUSE) (MAY 2014)

Lessor shall provide, inspect, and maintain portable fire extinguishers in accordance with NFPA No. 10.

6.29 TRASH DUMPSTER SERVICE – LESSOR PROVIDED (WAREHOUSE) (OCT 2016)

Lessor must provide trash dumpster service for the Space on a basis. Lessor must provide an outdoor area for two (2) dumpsters/compactors, each measuring 8'6 feet high and 8'0" feet wide and 17'0" feet long, conveniently located to the Government's loading area for the trash dumpsters at no additional charge to the Government.

6.29 TRASH DUMPSTER SERVICE (WAREHOUSE) – GOVERNMENT PROVIDED (OCT 2016) INTENTIONALLY DELETED

6.30 ACCESS TO BUILDING INFORMATION (MAY 2014)

Building Information—including mechanical, electrical, vertical transport, fire protection and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The LCO may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the Building directory.

SECTION 7 ADDITIONAL TERMS AND CONDITIONS

7.01 SECURITY REQUIREMENTS (OCT 2016)

The Lessor agrees to the requirements of Facility Security Level II attached to this Lease.

7.02 AGENCY SPECIAL REQUIREMENTS

The Lessor agrees to the requirements of the Program of Requirements (Exhibit D)

7.03 MODIFIED LEASE PARAGRAPHS (OCT 2018)

The following paragraphs have been modified in this Lease:

- 1.02 EXPRESS APPURTENANT RIGHTS (WAREHOUSE) (MAY 2014)
- 1.03 TRUCK TURNING RADIUS REQUIREMENTS (WAREHOUSE) (MAY 2014)
- 1.06 RENT AND OTHER CONSIDERATION (OCT 2017)
- 1.07 BROKER COMMISSION AND COMMISSION CREDIT (OCT 2016)
- 1.13 TENANT IMPROVEMENT FEE SCHEDULE
- 1.17 REAL ESTATE TAX BASE (SEP 2013)
- 1.22 BUILDING IMPROVEMENTS (MAR 2016)
- 1.23 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (MAY 2012) (Not applicable)
- 2.01 DEFINITIONS AND GENERAL TERMS (WAREHOUSE) (OCT 2016)
- 2.09 OPERATING COSTS ADJUSTMENT (JUN 2012)
- 3.13 AUTOMATIC FIRE SPRINKLER SYSTEM (WAREHOUSE) (MAY 2014)
- 3.27 PAINTING-SHELL (OCT 2017)
- 3.28 FLOORS AND FLOOR LOAD- SHELL (WAREHOUSE) (APR 2015)
- 3.31 BUILDING SYSTEMS (APR 2011)
- 3.39 HEATING AND VENTILATION-SHELL WAREHOUSE (OCT 2016)
- 3.41 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (JUN 2012)
- 3.50 LOADING DOCKS- SHELL (WAREHOUSE) (MAY 2014)
- 4.01 SCHEDULE FOR COMPLETION OF SPACE (WAREHOUSE) (OCT 2017)
- 4.04 BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC) PRICE PROPOSAL (SEP 2012) (NOT APPLICABLE)
- 4.05 TENANT IMPROVEMENT PRICING REQUIREMENTS (SEP 2013)
- 4.12 LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (JUN 2012)
- 4.16 LESSOR'S PROJECT MANAGEMENT FEE (SEP 2013)
- 5.02 FINISH SELECTIONS (JUN 2012)
- 5.07 DOORS: IDENTIFICATION (JUN 2012)
- 5.09 CEILINGS-TI (WAREHOUSE) (OCT 2017)
- 5.16 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)
- 5.18 ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)
- 6.01 UTILITIES
- 6.02 UTILITIES (APR 2011)
- 6.06 OVERTIME HVAC USAGE (JUN 2012)
- 6.08 SELECTION OF CLEANING PRODUCTS (OCT 2016)
- 6.09 SELECTION OF PAPER PRODUCTS (APR 2015)
- 6.11 MAINTENANCE AND TESTING OF SYSTEMS-WAREHOUSE (MAY 2014)

ADDITIONAL REQUIREMENTS

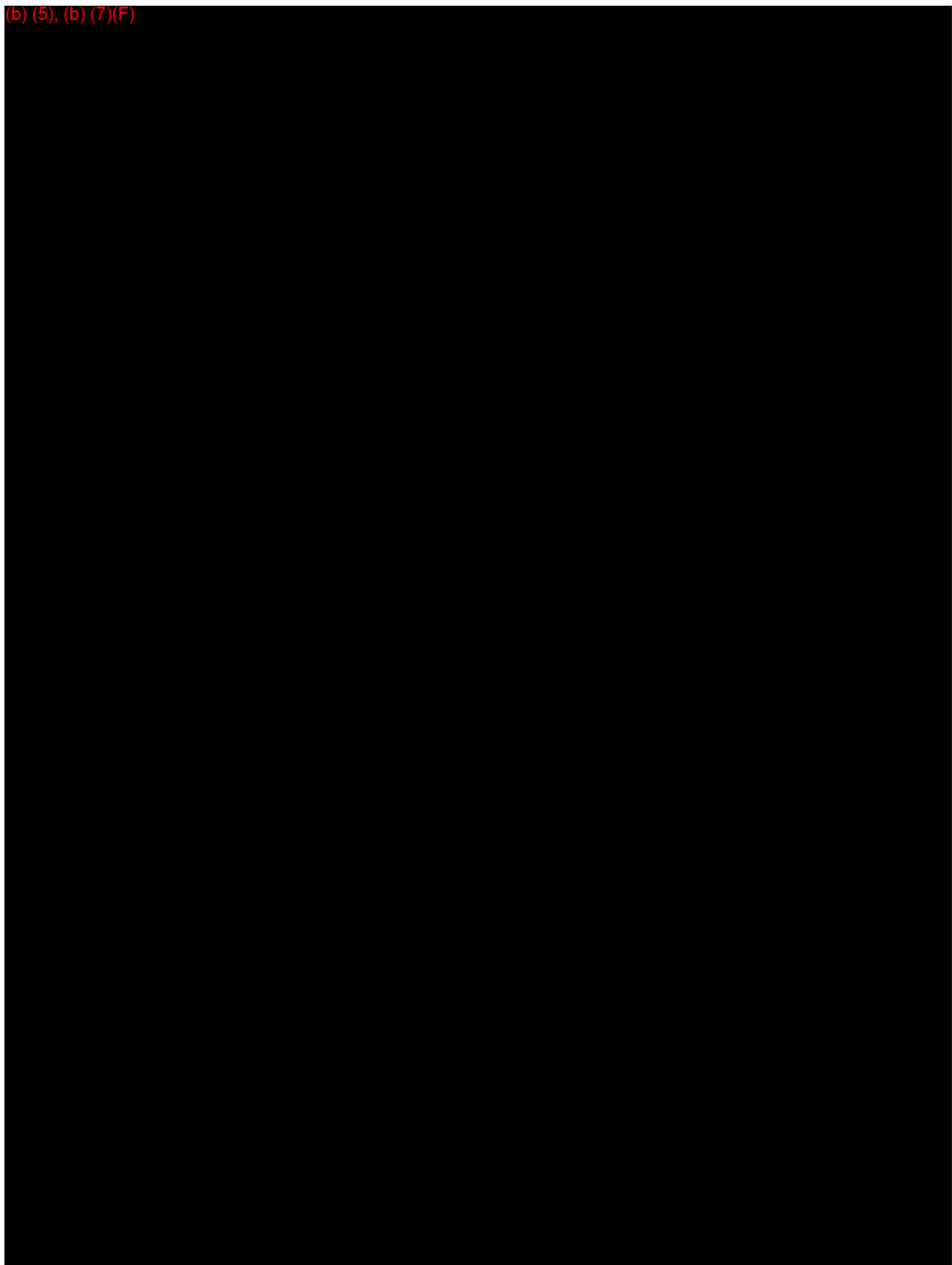
A. At the Lessor's sole cost and expense (at no additional cost to the Government) the Lessor shall patch the damaged fireproofing on the columns to assure the proper protection has been provided for the seal prior to substantial completion. Reference NFPA 25, standard for the inspection, testing, and maintenance of water-based fire protection systems, Table 5.1.1.2.

B. In accordance with the Lease negotiations, the Lessor has offered free rent to the Government for the first two (2) months of the Lease. Therefore, the first two (2) months of the Lease shall be provided at no cost to the Government. In addition to the free rent, a Supplemental Allowance of \$300,000 is to be used for the preparation of the DID's and any additional improvements in the building which shall be coordinated with the tenant improvements at no additional cost to the Government.

C. Notwithstanding the requirements of Paragraph 1.22 (BUILDING IMPROVEMENTS), this does not relieve the Lessor from meeting the building Shell requirements of this Lease as defined by paragraph 3.08.

(b) (6)

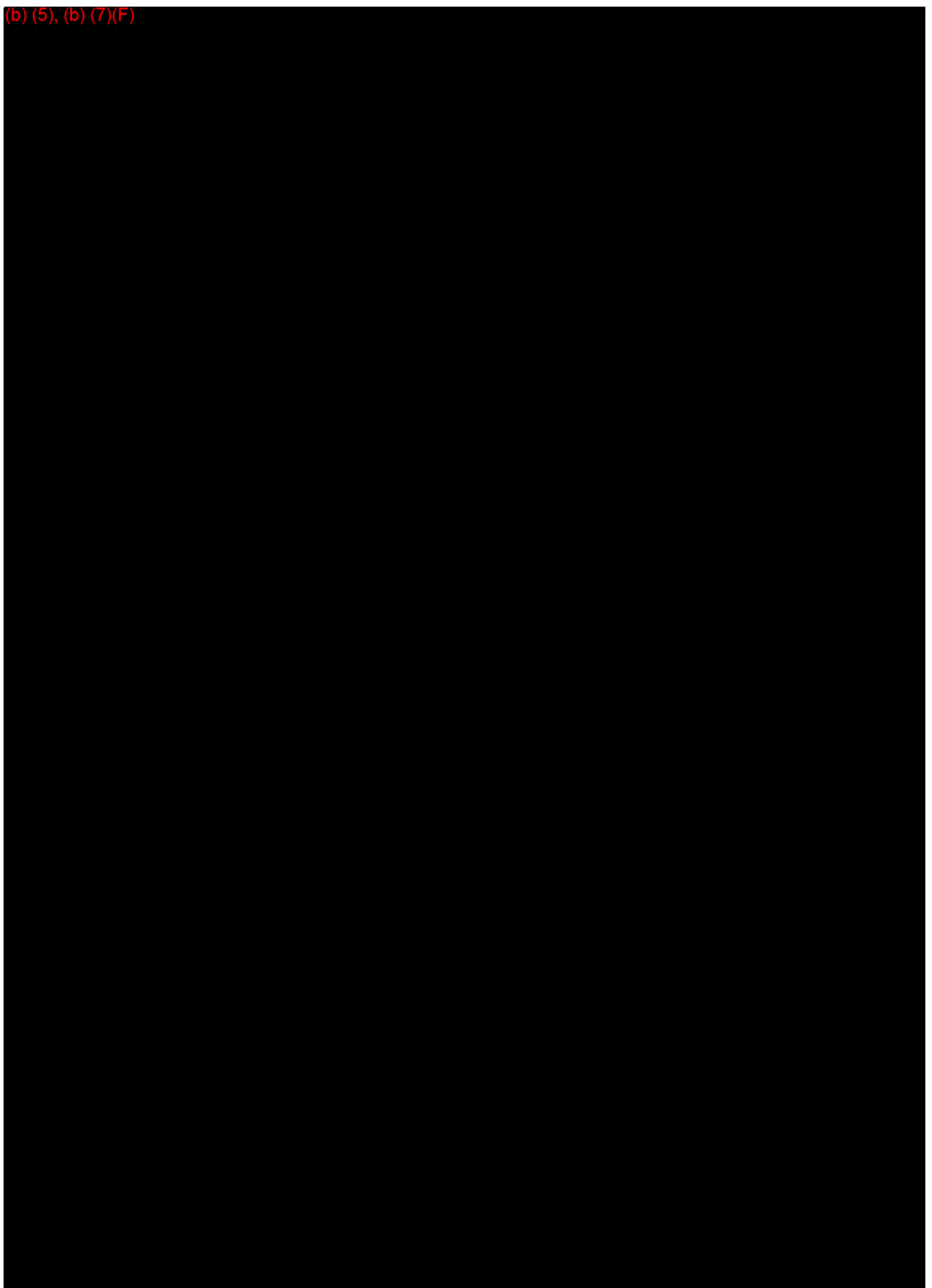
(b) (5), (b) (7)(F)



(b) (6)



(b) (5), (b) (7)(F)



(b) (5)



SECURITY REQUIREMENTS - FACILITY SECURITY LEVEL II

THESE PARAGRAPHS CONTAIN ADDITIONAL SECURITY REQUIREMENTS, AND, UNLESS INDICATED OTHERWISE, ARE TO BE PRICED AS PART OF THE BUILDING SPECIFIC AMORTIZED CAPITAL (BSAC). WHERE THEY ARE IN CONFLICT WITH ANY OTHER REQUIREMENTS ON THIS LEASE, THE STRICTEST SHALL APPLY.

DEFINITIONS:

CRITICAL AREAS - The areas that house systems that if damaged or compromised could have significant adverse consequences for the facility, operation of the facility, or mission of the agency or its occupants and visitors. These areas may also be referred to as "limited access areas," "restricted areas," or "exclusionary zones." Critical areas do not necessarily have to be within Government-controlled space (e.g., generators, air handlers, electrical feeds which could be located outside Government-controlled space).

SENSITIVE AREAS – Sensitive areas include vaults, SCIFs, evidence rooms, war rooms, and sensitive documents areas. Sensitive areas are primarily housed within Government-controlled space.

FACILITY ENTRANCES, LOBBY, COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

FACILITY ENTRANCES AND LOBBY

EMPLOYEE ACCESS CONTROL AT ENTRANCES (SHELL)

The Lessor shall provide key or electronic access control for the entrance to this building. All Government employees, under this lease, shall be allowed access to the leased space (including after-hours access).

COMMON AREAS, NON-PUBLIC, AND UTILITY AREAS.

PUBLIC RESTROOM ACCESS (SHELL)

The Government reserves the right to control access to public restrooms located within the Space.

SECURING CRITICAL AREAS (SHELL)

The Lessor shall secure areas designated as Critical Areas to restrict access:

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.

- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.
- C. At a minimum, Lessor shall secure building common areas including sprinkler rooms, electrical closets, telecommunications rooms.

VISITOR ACCESS CONTROL (SHELL)

Entrances are open to the public during business hours. After hours, visitor entrances are secured, and have a means to verify the identity of persons requesting access prior to allowing entry into the Space.

INTERIOR (GOVERNMENT SPACE)

DESIGNATED ENTRANCES (SHELL)

The Government shall have a designated main entrance.

IDENTITY VERIFICATION (SHELL)

The Government reserves the right to verify the identity of persons requesting access to the Space prior to allowing entry.

FORMAL KEY CONTROL PROGRAM (SHELL)

The Government reserves the right to implement a formal key control program. The Lessor shall have a means of allowing the electronic disabling of lost or stolen access media, if electronic media is used.

SITES AND EXTERIOR OF THE BUILDING

SIGNAGE

POSTING OF SIGNAGE IDENTIFYING THE SPACE AS GOVERNMENTAL (SHELL)

The Lessor shall not post sign(s) or otherwise identify the facility and parking areas as a Government, or specific Government tenant, occupied facility, including during construction, without written Government approval.

POSTING OF REGULATORY SIGNAGE (SHELL)

The Government may post or request the Lessor to post regulatory, statutory, sensitive areas and site specific signage.

LANDSCAPING

LANDSCAPING REQUIREMENTS (SHELL)

Lessor shall maintain landscaping (trees, bushes, hedges, land contour, etc.) around the facility. Landscaping shall be neatly trimmed in order to minimize the opportunity for concealment of individuals and packages/containers. Landscaping shall not obstruct the views of security guards and CCTV cameras, or interfere with lighting or IDS equipment.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (SHELL)

The Lessor shall separate from public access, restricted areas as designated by the Government, through the application of Crime Prevention Through Environmental Design (CPTED) principles by using trees, hedges, berms, or a combination of these or similar features, and by fences, walls, gates and other barriers, where feasible and acceptable to the Government.

HAZMAT STORAGE

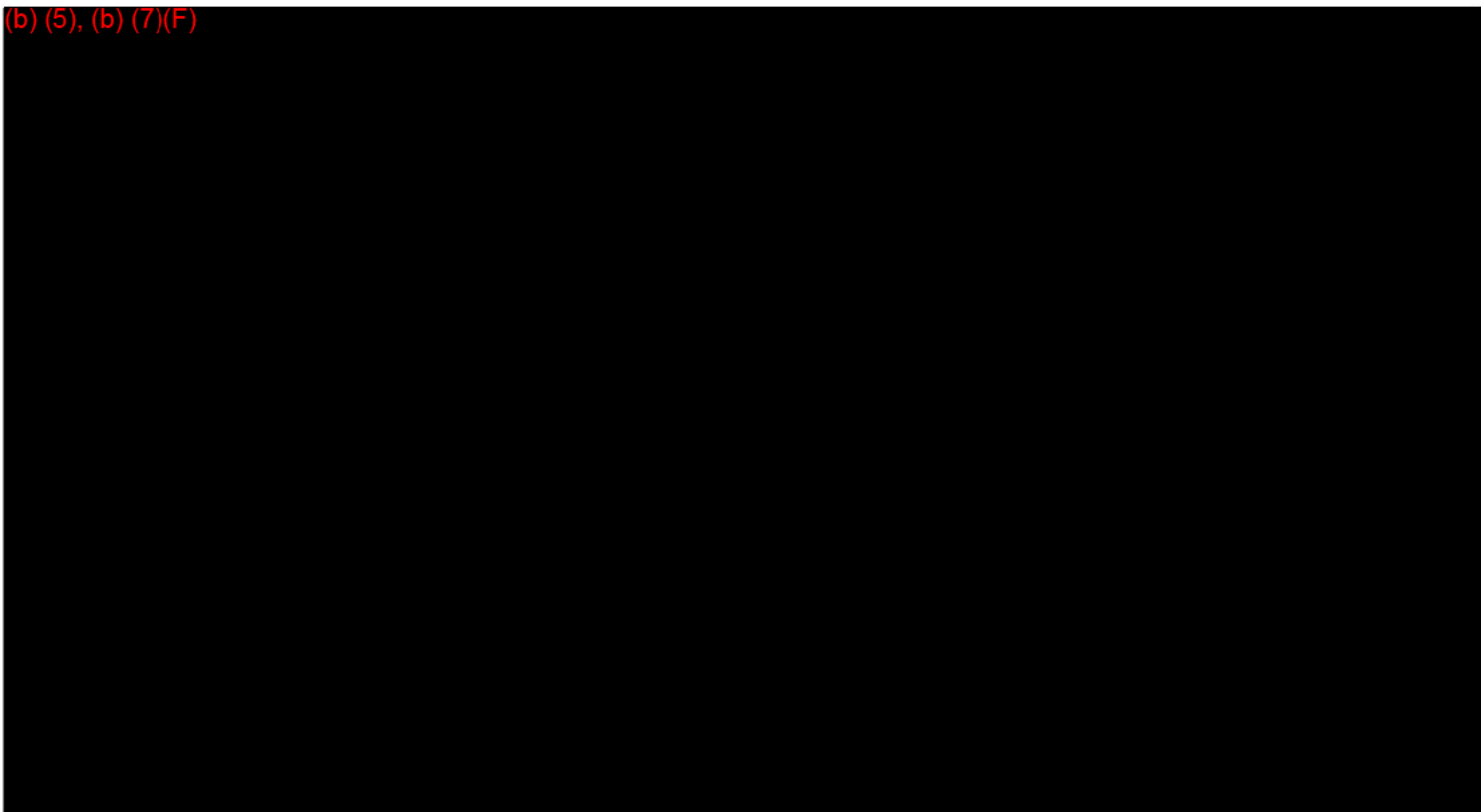
If there is HAZMAT storage, Lessor shall locate it in a restricted area or storage container away from loading docks, entrances, and uncontrolled parking.

PLACEMENT OF RECEPTACLES, CONTAINERS, AND MAILBOXES

Trash receptacles, containers, mailboxes, vending machines, or other fixtures and/or features that could conceal packages, brief cases, or other portable containers shall be located 10 feet away from building.

SECURITY SYSTEMS

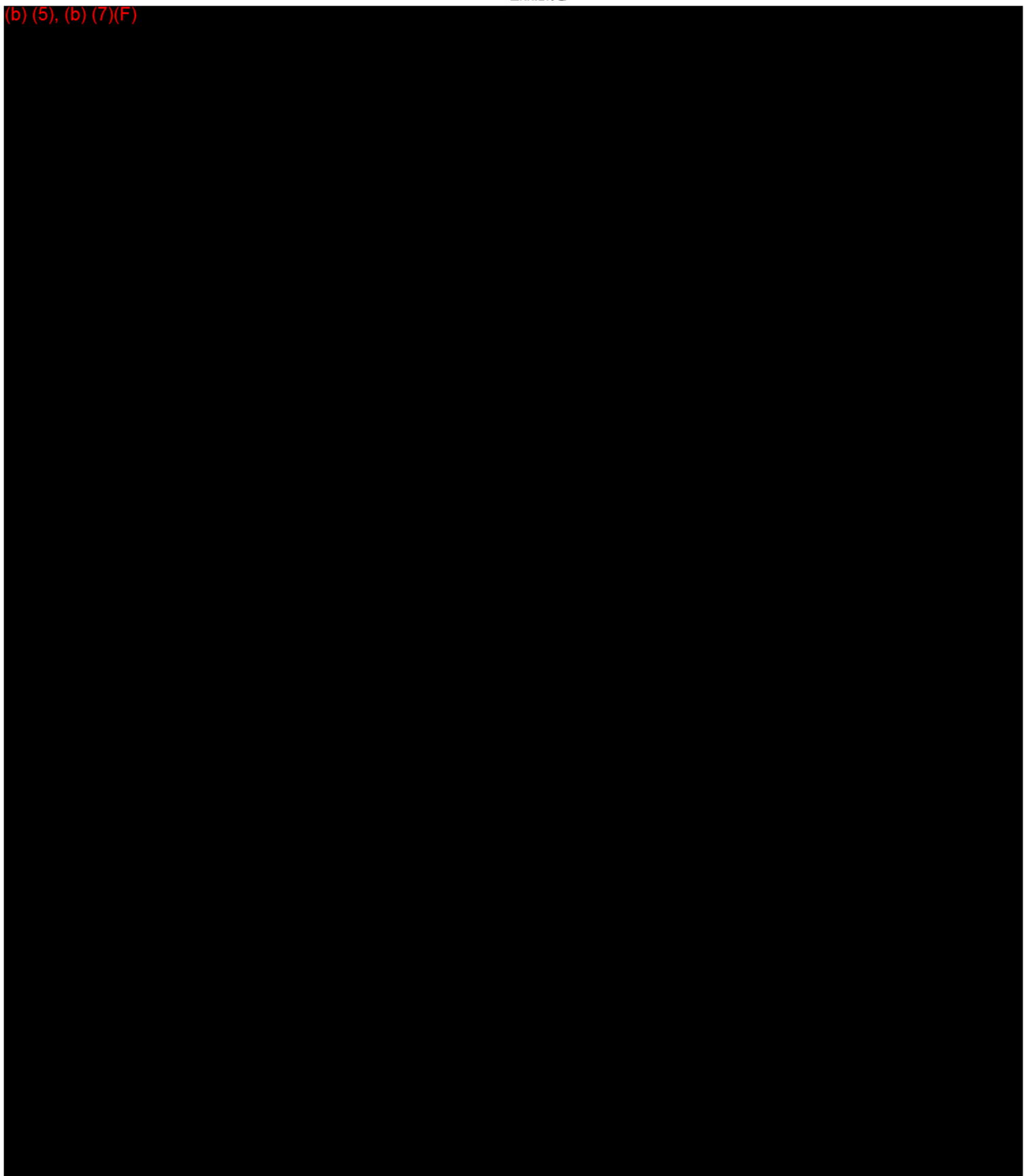
(b) (5), (b) (7)(F)



(b) (6)



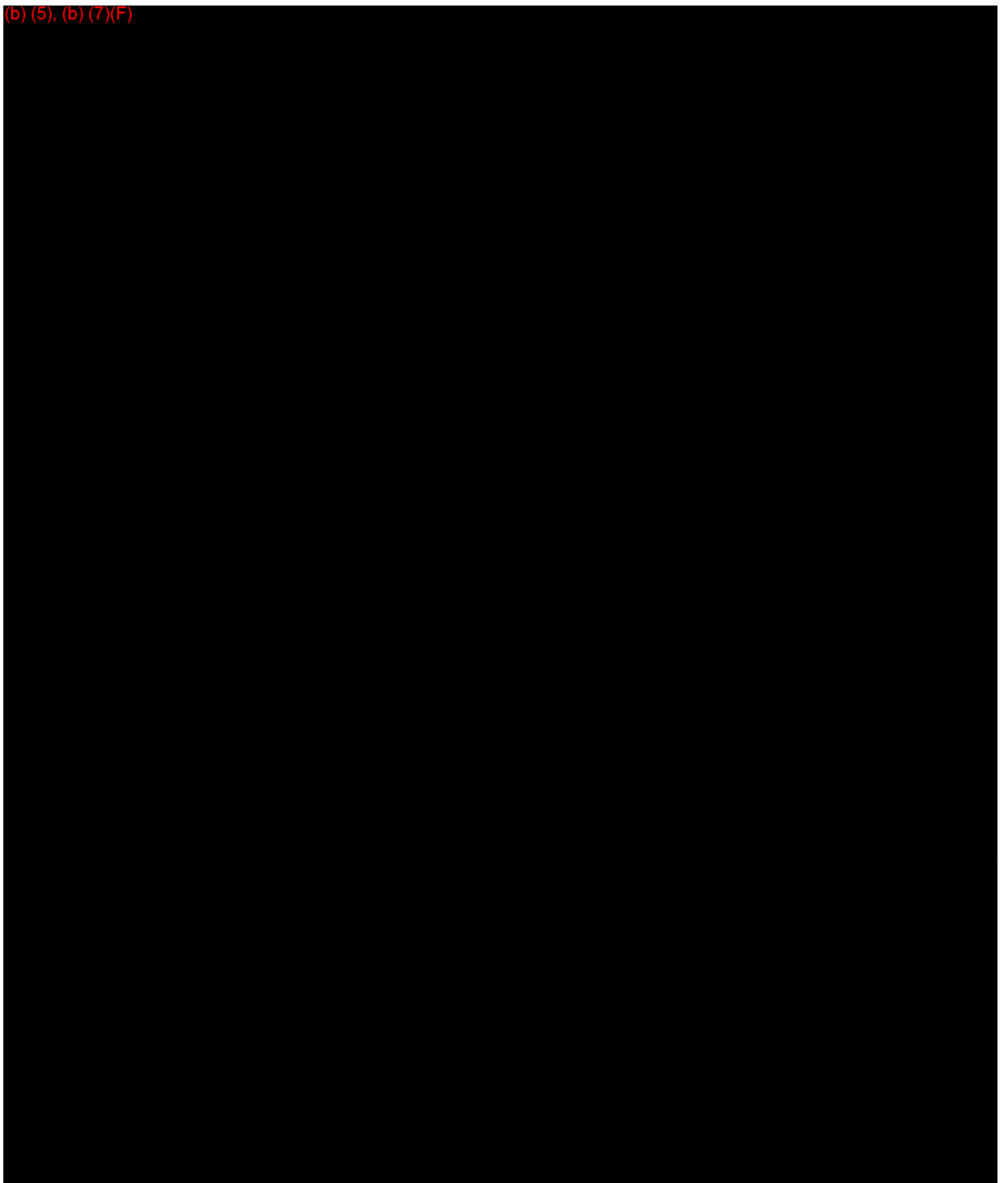
(b) (5), (b) (7)(F)



(b) (6)



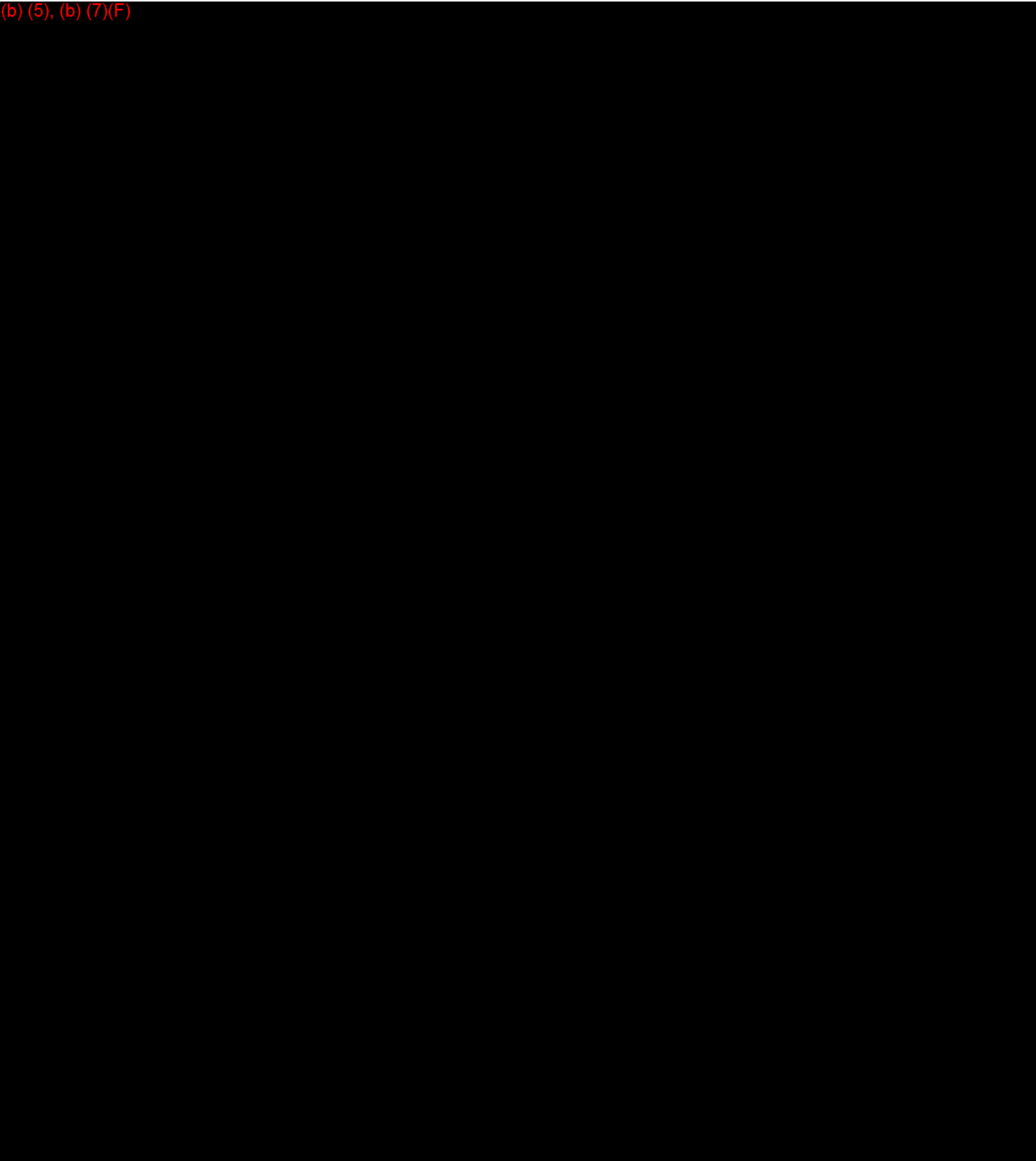
(b) (5), (b) (7)(F)



(b) (6)



(b) (5), (b) (7)(F)

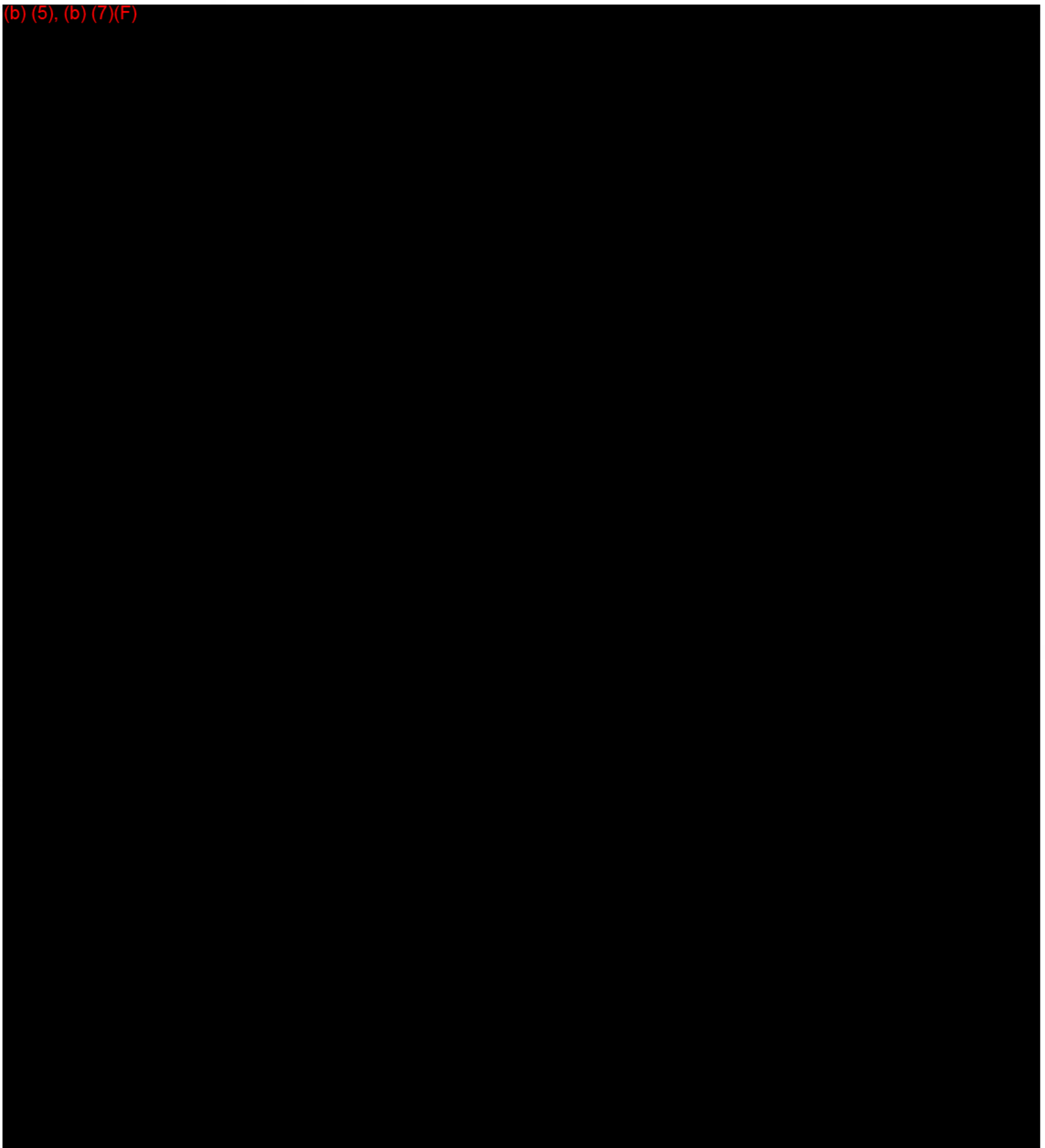


(b) (6)



CYBERSECURITY (SHELL)

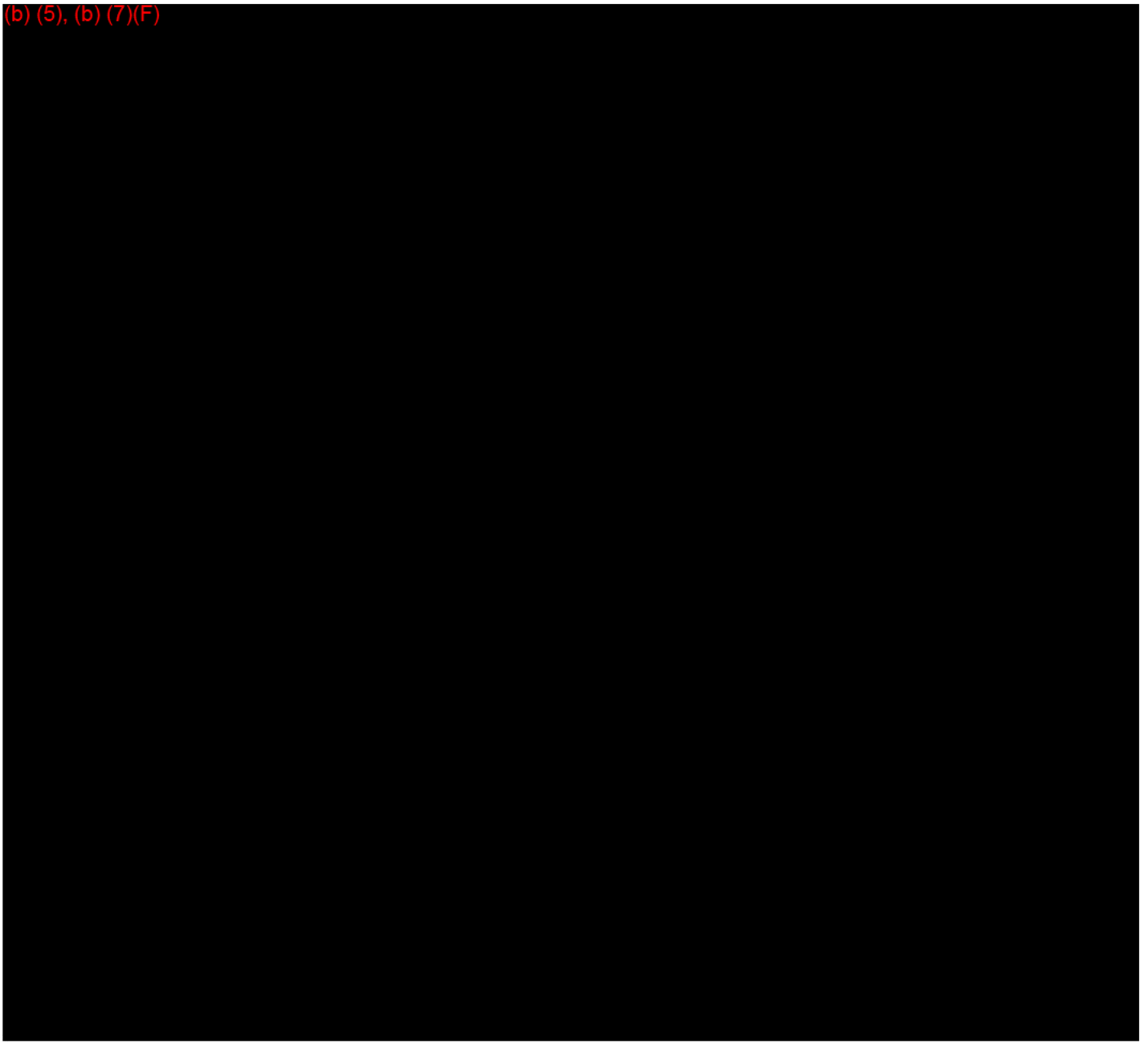
(b) (5), (b) (7)(F)



(b) (6)



(b) (5), (b) (7)(F)



(b) (6)



Exhibit F

LESSOR'S ANNUAL COST STATEMENT	1. Request for Lease Proposals 4MD0301		2. STATEMENT DATE August 20, 2019
	3. RENTABLE AREA	3A. ENTIRE BUILDING 169,803	3B. LEASED BY GOV'T 115,383
4. BUILDING NAME AND ADDRESS (No., street, city, state, and zip code) 16071 Industrial Drive, Gaithersburg, MD 20877			
SECTION I - ESTIMATED ANNUAL COST OF SERVICES AND UTILITIES FURNISHED BY LESSOR AS PART OF RENTAL CONSIDERATION			

(b) (4)

(b) (4)



(b) (6)



GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	SYSTEM FOR AWARD MANAGEMENT
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
	47	552.219-73	GOALS FOR SUBCONTRACTING PLAN

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(b) (6)

INITIALS:

LESSOR

GOVERNMENT

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the **Federal Register**

INITIALS:

(b) (6)

LESSOR

GOVERNMENT

semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than one year. Interest penalties of less than \$1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such

(b) (6)

LESSOR ✓

GOVERNMENT

plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: $(1+CAF) \times \text{Rate per RSF} = \text{Reduction in Annual Rent}$

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(Applicable to leases over \$5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency*, as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee*, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee*, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence*, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

(b) (6)

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over \$5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

- (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
- (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
GSA Office of Inspector General "FRAUDNET HOTLINE"	Contracting Officer

(Contracting Officer shall insert—

- (i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and
- (ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

- (1) Is for the acquisition of a commercial item; or
- (2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(b) (6)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over \$750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (SEP 1999)

(a) The Contracting Officer may, from time to time during the term of this lease, require changes to be made in the work or services to be performed and in the terms or conditions of this lease. Such changes will be required under the Changes clause.

(b) If the Contracting Officer makes a change within the general scope of the lease, the Lessor shall submit, in a timely manner, an itemized cost proposal for the work to be accomplished or services to be performed when the cost exceeds \$100,000. The proposal, including all subcontractor work, will contain at least the following detail—

(1) Material quantities and unit costs;

(2) Labor costs (identified with specific item or material to be placed or operation to be performed);

(3) Equipment costs;

(4) Worker's compensation and public liability insurance;

(5) Overhead;

(6) Profit; and

(7) Employment taxes under FICA and FUTA.

(c) The following Federal Acquisition Regulation (FAR) provisions also apply to all proposals exceeding \$500,000 in cost—

(b) (6)

(1) The Lessor shall provide cost or pricing data including subcontractor cost or pricing data (48 CFR 15.403-4) and

(2) The Lessor's representative, all Contractors, and subcontractors whose portion of the work exceeds \$500,000 must sign and return the "Certificate of Current Cost or Pricing Data" (48 CFR 15.406-2).

(d) Lessors shall also refer to 48 CFR Part 31, Contract Cost Principles, for information on which costs are allowable, reasonable, and allocable in Government work.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

- (1) An adjustment of the delivery date;
- (2) An equitable adjustment in the rental rate;
- (3) A lump sum equitable adjustment; or
- (4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (FEB 1996)

The Contractor agrees that the Administrator of General Services or any duly authorized representative shall, until the expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of the Contractor involving transactions related to this contract or compliance with any clauses thereunder. The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Administrator of General Services or any duly authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, or of the time periods for the particular records specified in Subpart 4.7 of the Federal Acquisition Regulation (48 CFR 4.7), whichever expires earlier, have access to and the right to examine any books, documents, papers, and records of such subcontractor involving transactions related to the subcontract or compliance with any clauses thereunder. The term "subcontract" as used in this clause excludes (a) purchase orders not exceeding \$100,000 and (b) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

(b) (6)

34. 52.233-1 DISPUTES (MAY 2014)

This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (APR 2015)

This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

(Applicable to leases exceeding the micro-purchase threshold.)

This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(Applicable to leases \$150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(Applicable to leases over \$15,000 total contract value.)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)

(Applicable to leases \$150,000 or more, total contract value.)

This clause is incorporated by reference.

(b) (6)

A large black rectangular redaction box covers the majority of the page content below the (b) (6) label.

- 41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)**
(Applicable to leases over \$35,000 total contract value.)
This clause is incorporated by reference.
- 42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)**
(Applicable if over \$750,000 total contract value.)
This clause is incorporated by reference.
- 43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)**
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.
- 44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2015) ALTERNATE III (OCT 2015)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)**
(Applicable to leases over \$700,000 total contract value.)
This clause is incorporated by reference.
- 46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**
(Applicable if over \$30,000 total contract value.)
This clause is incorporated by reference.
- 47. 552.219-73 GOALS FOR SUBCONTRACTING PLAN (JUN 2005), ALTERNATE I (SEP 1999)**
(Applicable if over \$700,000 total contract value.)
This clause is incorporated by reference.

(b) (6)

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Acquisitions of Leasehold Interests in Real Property)

Complete appropriate boxes, sign the form, and return form, along with any other required disclosure information, to LCO or his/her designee. The Offeror makes the following additional Representations.

NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)

- (a) *Definitions.* As used in this clause-
 "Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-
 - (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) *Representation.* The Contractor shall notify the Contracting Officer if it [] will or [] will not [Contractor to complete] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.
- (d) *Disclosures.* If the Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Contractor shall provide the following additional information to the Contracting Officer--
 - (1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);
 - (2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(b) (6)

EXHIBIT H

- (3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and
- (4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) James Whalen 11 North Washington St. Ste 200 Rockville MD 20850 (b) (6) Signature	TELEPHONE NUMBER 301-795-4000 9/23/19 Date
---	---	---

(b) (6)

General Clause Addendum to the Lease
FAR 52.204-25 and GSAR 552.204-70

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN
TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
(AUG 2019)

(a) Definitions. As used in this clause—

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means –

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(b) (6)

A large black rectangular redaction box covers the text in this section.

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening.

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018.

“Substantial or essential component” means any component necessary for the proper function or full performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2X04.

(c) Exceptions. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b) (6)

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and similar contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS
AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(b) (6)

General Clause Addendum
(08/19)

(a) *Definitions.* As used in this clause-

"Covered telecommunications equipment or services", "Critical technology", and "Substantial or essential component" have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it ☐ will or ☐ will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(b) (6)

(End of clause)

(b) (6)

